

**CLINICAL AFFILIATION AGREEMENT FOR INTERNSHIPS
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
UNIVERSITY OF NEW ENGLAND**

This Clinical Affiliation Agreement for Internships, entered into this ____ day of _____, 2019, by and between the County of Humboldt, hereinafter referred to as "COUNTY," and University of New England, a not for profit private educational institution with campuses in Biddeford and Portland, Maine, along with its subdivision, College of Graduate & Professional Studies, collectively hereinafter referred to as "UNIVERSITY," is made upon the following considerations:

WHEREAS, UNIVERSITY, has a structured experiential program in Social Work (hereinafter, "Program") and as part of the Program students are required to have supervised practical experience and training in the subject matter of the Program (hereinafter, "Practicum"); and

WHEREAS, COUNTY, is willing and able to provide said practical experience and training at its site subject to certain understandings and agreements as to the Program and its operation at COUNTY's location(s) for Program students that are current COUNTY employees.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. THE UNIVERSITY SHALL:

- 1.1 Develop, administer, and operate the Program and provide guidelines for accomplishing the Practicum.
- 1.2 Assign students to the COUNTY locations that are current COUNTY employees. The number of students assigned to the COUNTY will be set by agreement between the UNIVERSITY and the COUNTY not less than sixty (60) days prior to the start of each semester.
- 1.3 Provide the name of all faculty associated with the Practicum and each student assigned by the UNIVERSITY to the Practicum at least four (4) full weeks prior to the arrival of each student at the COUNTY locations.
- 1.4 Educate students such that they understand and respect the confidential nature of patient-specific data that is available to them. All students shall be required to comply with COUNTY policies and procedures with respect to confidentiality, including but not limited to policies regarding the Health Insurance Portability and Accountability Act ("HIPAA").
- 1.5 Cooperate in any inquiry or investigation by the COUNTY related to the activities or performance of any student.
- 1.6 Oversee the Practicum contemplated by the terms of this Agreement.
- 1.7 Upon receipt of a request from COUNTY, withdraw or reassign any student whose work, conduct or health may have a detrimental effect on COUNTY's clients or employees, as determined by COUNTY in its sole and absolute discretion.

- 1.8 Provide constructive feedback to COUNTY concerning the quality and content of the experiences students have during the Practicum, and receive feedback from COUNTY regarding the Program's content and the Practicum experience.
- 1.9 UNIVERSITY will not drive an automobile in performance of services for COUNTY. If that changes, UNIVERSITY will take out and maintain Automobile/Motor liability insurance as outlined in Section 13.1.2.

2. COUNTY SHALL:

- 2.1 Administer, staff and operate the COUNTY social work experience and maintain standards of and supervise client care at the COUNTY locations.
- 2.2 Designate COUNTY personnel as field instructors (if applicable) who will carry out the Practicum at each COUNTY location. Field Instructors will provide supervision of the students in the Practicum in accordance with Program requirements.
- 2.3 Provide orientation for students and the UNIVERSITY faculty on the policies and procedures of the COUNTY.
- 2.4 Permit assigned students to have access to the COUNTY's sites pursuant to prearranged scheduling.
- 2.5 Provide Program experiences that meet course objectives as determined by the UNIVERSITY.
- 2.6 Through COUNTY's field instructors maintain communication with the Program regarding the performance of students.
- 2.7 Notify the UNIVERSITY of any student who COUNTY wishes to reject from participation in the Program at COUNTY locations or of any student COUNTY wants reassigned or whose assignment COUNTY wants to terminate.
- 2.8 Notify the UNIVERSITY of any situation or behavior involving the students or a faculty member wherein safety of any person is threatened or whereby the cooperative intent of this agreement is jeopardized, in which event COUNTY shall have the authority to remove the student from the COUNTY site at COUNTY's sole discretion.
- 2.9 COUNTY will have sole authority and control over all aspects of client services. COUNTY will be responsible for and retain control over the organization, operation and financing of its services.

3. UNIVERSITY AND COUNTY SHALL:

- 3.1 Jointly evaluate the students participating in the Practicum as follows:
 - 3.1.1 Provide the student with formal written evaluations on forms prepared by the Program, which the students must review and acknowledge by signature, once each semester.
 - 3.1.2 Evaluate student performance. Individual evaluations shall be based on established criteria by the Program. It is understood and agreed that the ultimate responsibility

for the supervision of the students rests with the COUNTY in consultation with the Program.

- 3.2 Meet periodically to assess the affiliation and the Practicum and, if appropriate and mutually agreed upon, to make adjustments to the Practicum to meet Program, the University and COUNTY needs and expectations.
- 3.3 Comply with applicable laws.
- 3.4 The UNIVERSITY and the COUNTY will mutually cooperate fully in the reporting and investigation of any incidents occurring at the COUNTY, all in accordance with applicable law, the UNIVERSITY policies and COUNTY policies, as appropriate.

4. FERPA:

Students assigned to the Program have given written consent that the UNIVERSITY and the COUNTY may provide to each other educational records of the student. The COUNTY acknowledges that records relating to or concerning the Program are educational records within the meaning of the Family Educational Rights and Privacy Act (FERPA) and the COUNTY shall not disclose such records except to the UNIVERSITY or in strict compliance with the provisions of FERPA and upon prior notice to the student and to the UNIVERSITY.

5. HIPPA:

The parties shall safeguard protected health information (“PHI”) by using and disclosing PHI only in accordance with HIPAA. Without limitation to other rights and remedies under this Agreement or afforded by law, either party may terminate this Agreement in the event that it has determined that there is a material breach of this section. The parties further agree to execute any additional mutually agreed upon documents as required under HIPAA to assure the safeguarding of PHI.

6. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for one (1) year.

7. TERMINATION:

- 7.1 General Termination. This Agreement may be terminated by either party for any reason upon ninety (90) days advance written notice of such intent to terminate. However, currently enrolled students shall be permitted to complete the Practicum in which termination would otherwise occur.
- 7.2 Discontinuance of COUNTY Facilities. Nothing in this Agreement shall be construed to require COUNTY to continue operating any facility, in which the Program is implemented, solely for the purpose of maintaining the Program. If COUNTY decides to discontinue operation of any such facility, COUNTY, at its sole discretion, shall determine whether this Agreement shall be terminated. COUNTY shall provide UNIVERSITY sixty (60) days advance written notice of its intent to terminate this Agreement due to the discontinuance of COUNTY facilities.

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, at the addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Director
2440 6th Street
Eureka, California 95501

UNIVERSITY: University of New England
College of Graduate & Professional Studies
School of Social Work
716 Stevens Avenue
Portland, Maine 04103

AND

Patricia A. Peard, Esquire
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104

9. REPORTS:

UNIVERSITY agrees to provide COUNTY with any and all reports which may be required by federal, state or local agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

10. NUCLEAR FREE ORDINANCE:

UNIVERSITY certifies by signing below that it is not a Nuclear Weapons Contractor, in that UNIVERSITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. UNIVERSITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if UNIVERSITY becomes a Nuclear Weapons Contractor.

11. NONDISCRIMINATION COMPLIANCE:

11.1 Employment. In connection with the execution of this Agreement, UNIVERSITY shall not unlawfully discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military

service, denial of family care leave or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

11.2 Delivery of Services. UNIVERSITY shall not unlawfully discriminate in the provision of professional services because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state, or federal laws or regulations.

11.3 Compliance with Anti-Discrimination Laws. UNIVERSITY further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. INDEMNIFICATION:

12.1 Mutual Indemnity. Each party shall, defend, indemnify and hold the other party, its agents, officers, officials, and employees harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, including reasonable attorneys' fees or claims for injury or damages directly arising out of the performance of this Agreement, but only in proportion to and to the extent such claims, demand, losses, damages, liabilities or expenses are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its agents, officers, officials or employees.

12.2 Comparative Liability. Notwithstanding paragraph 12.1 above, in the event that both parties are held to be negligently or willfully responsible, each party will bear the proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorneys' fees.

12.3 Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the services performed pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

13. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and UNIVERSITY is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

13.1 General Insurance Requirements. Without limiting UNIVERSITY's indemnification obligations provided for herein, UNIVERSITY shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of UNIVERSITY, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors.

Notwithstanding the foregoing, UNIVERSITY is also allowed to self-insure in the amounts required as specified below, and such insurers may not be rated by A.M. Best and may be captive in nature:

13.1.1 Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

13.1.2 As stated in Section 1.9, UNIVERSITY will not drive an automobile in the performance of services for COUNTY. If that changes, UNIVERSITY will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

13.1.3 Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

13.2 Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

13.2.1 The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that UNIVERSITY shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

13.2.2 The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

- 13.2.3 UNIVERSITY shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY.
- 13.2.4 COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and UNIVERSITY shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- 13.3 Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

UNIVERSITY: University of New England
School of Social Work
716 Stevens Avenue
Portland, Maine 04103

AND

Ron Schneider, Esquire
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104

14. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that UNIVERSITY shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. UNIVERSITY shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

15. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

16. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by UNIVERSITY in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by UNIVERSITY to obtain supplies, technical support or professional services.

17. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

18. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of UNIVERSITY. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and UNIVERSITY shall promptly refund, any funds disbursed to UNIVERSITY which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

19. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY or UNIVERSITY shall be personally liable for any default or liability under this Agreement.

20. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

21. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY and UNIVERSITY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. Each party shall inform the other of all requests for interviews by the media related to this Agreement before such interviews take place; and both parties shall be entitled to have a representative present at such interviews.

22. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California.

23. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

24. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

25. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

26. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

27. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

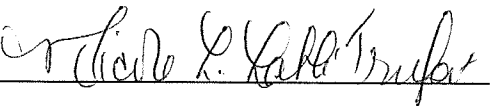
28. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

THE UNIVERSITY OF NEW ENGLAND:

By: 

Date: 2/1/19

Name: Nicole L. Labbe Trufant

Title: Sr. Vice President of Finance and Administration

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Connie Beck
Director, Department of Health & Human Services
*(Pursuant to delegation of authority by the
Humboldt County Board of Supervisors on
_____, ____ [Item [__]])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 02/21/2019