

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made on this 26 day of July 2018, by and between the George Washington University, on behalf of its Milken Institute School of Public Health (the "University"), and COUNTY OF HUMBOLDT ("County").

RECITALS

WHEREAS, the University, as part of its formal, educational course of studies for its public health students ("Students") requires Field Experience, and

WHEREAS, County, through its Department of Health and Human Services ("DHHS") – Public Health (the "Facility"), has the staff and facilities necessary for providing Field Experience; and

WHEREAS, County is willing to assist University by making its staff and facilities available to students enrolled in University's Public Health program; and

WHEREAS, it is in University's and County's mutual interest and advantage that students enrolled in University's Public Health program be given the opportunity to utilize County's facilities for educational purposes; and

WHEREAS, by this Agreement, University and County seek to provide students enrolled in University's Public Health program with Field Experience at County's facilities; and

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Definitions.

"Field Experience" shall mean a structured clinical learning experience at the Facility in which a Student participates in observational and other educational activities appropriate to the Student's level of preparation.

"Site Supervisor" shall mean an individual staffed at the Facility to facilitate Student learning and to provide guidance to Students at the Facility as part of the Field Experience.

"Student" shall mean a student officially enrolled at the University and who participates in a Field Experience at the Facility.

II. Obligations of the University. The University shall:

A) Require Students who perform activities pursuant to this Agreement to observe the rules, regulations, policies and procedures of the Facility and strictly adhere to all applicable

laws and regulations pertaining to confidentiality. Facility expects and demands that every Student will abide by said rules and strictly adhere to its policies as both a precondition of acceptance and a condition of retention. The University shall assure itself that each Student understands the gravity of the foregoing in terms of the relationship of the parties, and to the success of the Student.

B) Present for Field Experiences only those Students who have had adequate instruction and who, in the University's judgement, have successfully fulfilled the pre-Field Experience requirements of the University's curriculum.

C) University shall require each Student to submit to a background check as conducted by County and shall not present Students for Field Experiences who fail to meet University's or County's character requirement.

D) University shall supply County with a Student profile for each Student participating in the Field Experience prior to the start date thereof. Student profiles shall include the Student's name, address and telephone number. Information contained in Student Profiles shall be treated as confidential, and used only as a source of Student identification during the Field Experience.

E) Provide evaluation forms for the evaluation of Students who participate in the Field Experience.

F) Retain responsibility for education of Students at the University and for the design, delivery, quality, and curriculum of the Student's program.

G) Maintain all educational records and reports relating to the Field Experience of the Students.

H) Require that the University's photographic identification, or such other identification as may reasonably be required by the Facility, be appropriately displayed by Students.

I) Prior to performing their duties pursuant to this Agreement, make reasonable efforts to advise Students of their obligations and responsibilities pursuant to this Agreement.

J) When applicable to Facility requirements and the Field Experience and with Student authorization, provide evidence of inoculation for Hepatitis B or a declination signed by Student; provide educational program(s) for Students regarding the Occupational Safety and Health Act ("OSHA") compliance standards; otherwise comply with applicable federal, state and local law regulations, including but not limited to those contained in OSHA and implementing regulations; and University shall require Students to comply with the Facility's health screening requirements.

K) Procure and maintain, during the Term of this Agreement, General and Professional Liability insurance, or a self-insurance program, with limits of not less than \$1

million per occurrence and \$3 million in the aggregate covering the University and its agents, students, faculty, and employees against liability for acts and omissions arising out of or relating to activities performed pursuant to this Agreement. University shall endeavor to provide the Facility with thirty (30) days notice prior to any change in the coverage required herein.

L) Indemnify, defend and hold harmless the Facility, and its affiliates, employees, agents, officers, officials, volunteers and directors from and against any and all claims, losses, damages, suits, costs (including attorneys' fees and defense costs), regardless of the outcome of such claims or actions, arising out of or relating to any allegedly negligent or intentional act or omission of the University, its employees, agents and students, undertaken pursuant to this Agreement, or any failure to perform any other covenant of this Agreement. The parties agree that the indemnification provisions of this section shall survive termination of this Agreement.

III. Obligations of the Facility. The Facility shall:

- A) Select a qualified individual to supervise, guide, and mentor Students.
- B) Provide clinical facilities suitable for fulfillment of the course objectives of the Field Experience.
- C) Within normal limits imposed by the institutional setting and space constraints of the Facility, provide space and computer access for the Field Experience as appropriate.
- D) Where applicable, permit Students to use available cafeteria facilities at their own expense.
- E) Where applicable, permit Students to utilize parking spaces. If the Facility chooses to charge for the use of such parking spaces, Students shall be responsible for the payment of such parking fees.
- F) Orient the Students to the Facility and provide information regarding the Facility's rules, regulations, policies, and procedures. As part of the orientation, the Facility will inform Students that they will be expected to adhere to all Facility rules, regulations, policies and procedures and that they are expected to adhere to the Facility's dress code and code of conduct.
- G) Provide to the University the name and telephone number of the Site Supervisor who shall provide guidance to the Students during the Field Experiences.
- H) Nothing in this Agreement shall be construed to require the University or the Facility to contract with any additional person(s) to meet its obligations hereunder.
- I) Procure and maintain, during the Term of this Agreement, General and Professional Liability insurance, or a self-insurance program, with limits of not less than \$1 million per occurrence and \$3 million in the aggregate covering the Facility and its agents and employees against liability for acts and omissions arising out of or relating to activities

performed pursuant to this Agreement. The Facility shall endeavor to provide the University with thirty (30) days notice prior to any change in the coverage required herein.

J) **Indemnify, defend and hold harmless the University, and its affiliates, students, faculty, employees, agents, trustees and directors from and against any and all claims, losses, damages, suits, costs (including attorneys fees and defense costs), regardless of the outcome of such claims or actions, arising out of or relating to any allegedly negligent or intentional act or omission of the Facility, its employees and agents, undertaken pursuant to this Agreement, or any failure to perform any other covenant of this Agreement. The parties agree that the indemnification provisions of this section shall survive termination of this Agreement.**

K) **Care to Patients.** The Facility shall retain responsibility for the overall care provided to patients in the Facility. Students shall at all times be under the guidance of a Site Supervisor while performing activities at the Facility pursuant to the terms of this Agreement. The Facility reserves the right to restrict specific Student activities in each patient care unit.

L) **Background Verification.** County shall conduct or verify criminal background checks for each Student, if required by federal, state or local law to conduct such checks on student interns. County will not allow Students who fail to meet County's character requirements participate in the Field Experience. Student shall be responsible for any and all costs relating to the criminal background check as conducted by the County. County shall inform the Student of the background check estimated costs prior to performing the background check.

IV. **No Payments.** The Field Experience furnished to Students in connection with this Agreement is gratuitous and voluntary and shall be accomplished without any payment made by the University to the Facility or the Facility's employees and agents. The University shall not be responsible for any income tax withholding, social security taxes, workers' compensation, and unemployment compensation with respect to the Facility's employees and agents.

V. **Nondiscrimination.** The parties agree that they will not discriminate against any Student on the basis of color, race, religion, sex, age or national origin, except where religion, sex, age, or national origin is a bona fide qualification reasonably necessary to the normal operation of the Facility. Furthermore, the parties shall not discriminate against any Student because of a disability, except where accommodation would result in undue hardship on the Facility or University or fundamentally alter the nature of the services provided.

VI. **Right to Refuse or Terminate Students.**

A) The Facility reserves the right to refuse acceptance of any Student designated by the University for participation in a Field Experience and to terminate participation by any Student in a Field Experience when, in the sole opinion of the Facility: (i) the Student is deemed to be a risk to the Facility's employees, or to himself or herself, (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the Facility, (iii) the Student's conduct is detrimental to the business or reputation of the Facility, (iv) the Student fails to accept or

comply with the direction of Facility staff, or (v) further participation by the Student would be inappropriate.

B) The University reserves the right to terminate a Student's participation in a Field Experience when, in its sole discretion, further participation by the Student would be inappropriate.

VII. Independent Contractors/No Agency. In the performance of duties and obligations hereunder, no University faculty, students, employees, or agents shall, for any purpose, be deemed to be an agent, servant or employee of the Facility or authorized to act for or on behalf of the Facility. No employee or agent of the Facility shall, for any purpose, be deemed to be an agent, servant or employee of the University or authorized to act for or on behalf of the University. Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform the services which are the subject of this Agreement.

VIII. Assignment. This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

IX. Term. The term of this Agreement shall be for 2 (two) years, commencing on September 1, 2018, through August 31, 2020. This Agreement may be renewed upon the mutual written consent of the parties.

X. Termination.

A) This Agreement shall run for the Term unless earlier terminated as provided herein.

B) This Agreement may be terminated at any time upon written mutual consent of the parties.

C) This Agreement may be terminated by either party without cause by giving prior written notice of not less than sixty (60) days.

D) This Agreement shall terminate based on a material breach of this Agreement by either party, provided that the breaching party fails to cure the breach within thirty (30) days of the date of a written notice of the breach. If such breach is not cured within thirty (30) days of the notice, the date of termination shall be the thirtieth (30th) day following the date of the notice.

XI. Confidentiality.

A) - The University, its faculty, students, employees and agents shall not at any time during or after the Term of this Agreement, without the prior written consent of the Facility, either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed or affiliated with the Facility: (a) any confidential information, including, but not limited to, patient information and information regarding quality assurance, risk management and peer review activities; and (b) any information concerning any matters affecting or relating to the business or operations or future plans of the Facility, or any of its affiliates, including, but not limited to, Facility policies, procedures, rules, regulations, and protocols. This prohibition extends to, but is not limited to, divulging such information for the purpose of acting as an expert witness, reviewer, or consultant on behalf of a plaintiff or an attorney acting on behalf of a plaintiff, in a claim or action against the Facility, or any of its affiliates. This paragraph, however, shall not prohibit or restrict the divulgence, disclosure, or communication made pursuant to an order of a court or competent jurisdiction, or to sworn affidavits, depositions, or other testimony, or otherwise required by law, required in connection with the defense of any claim or action against the University, its faculty, students, employees or agents. Any breach of the terms of this paragraph shall be a material breach of this Agreement. Each Student shall be required to sign an acknowledge letter agreeing to abide by the confidentiality provisions of this Agreement (see "Attachment 1").

B) The parties recognize that a breach of Section XI of this Agreement will result in irreparable harm to the Facility. In the event of such material breach, and without limiting the right of the Facility to seek any other remedy or relief to which it may be entitled under law, the University, its faculty, students, employees, and agents consent to injunctive relief in favor of the Facility.

C) This confidentiality provision shall survive termination of this Agreement.

XII. Notice. All notices under this Agreement shall be in writing and delivered by hand or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate in writing accordance with this Section:

If to the Facility:

County of Humboldt
DHHS – Public Health
Attn: Director
529 I Street
Eureka, CA 95501

If to the University:

Steve Doherty
The George Washington University

Finance Director
950 New Hampshire, N.W., 7th Floor
Washington, D.C. 20052

With a copy to:

Sarah Kennedy
The George Washington University
950 New Hampshire Ave NW, 2nd Floor
Washington, DC 20052

XIII. Entire Agreement. This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties.

XIV. Severability. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected thereby.

XV. Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the State of California, and it shall be construed in a manner so as to conform with all applicable federal, state and local laws and regulations. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

XVI. Compliance with Applicable Laws. The parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities which regulate, license, govern and/or accredit the parties, including, but not limited to, federal, state and local governmental agencies.

XVII. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

XVIII. Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

XIX. Waiver. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

XX. No Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

XXI. HIPAA Compliance. The University and Facility each agree to comply, and the University shall require that the Students comply, with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 C.F.R. Part 164 (the "Federal Security Regulations"). The University and Facility each agree not to use or further disclose, and the University shall require that the Students not use or further disclose, any protected health information, as defined in 42 U.S.C. § 1320d and 45 C.F.R. § 164.501 (collectively, the "Protected Health Information"), concerning a patient other than as permitted or required by this Agreement or otherwise authorized under HIPAA.

[signatures follow on the next page]

IN WITNESS WHEREOF, and in agreement hereto, the University and Facility have caused this Agreement to be executed in their respective behalf by their authorized representatives.

Rex Bohn

By: _____

Date: 9/25/18

Name: Rex Bohn

Title: Vice Chair Board of Supervisors

The George Washington University

By: *Lynn R. Goldman*

Date: 8/8/2018

Name: Lynn R. Goldman, M.D., M.P.H.

Title: Dean, Milken Institute School of Public Health

ATTACHMENT 1

**CONFIDENTIALITY ACKNOWLEDGMENT
(Student)**

I will be participating as a Student in an internship experience at _____ (the "Facility") pursuant to an agreement between the George Washington University, on behalf of its Milken Institute School of Public Health, and Facility. In performing my duties as a Student at the Facility, I understand that I may come in contact with, or be provided with, confidential or proprietary information. Therefore, I hereby agree that I will not now or at any time in the future, without the prior written consent of the Facility either directly or indirectly divulge, disclose, or communicate in any manner whatsoever to any person not employed or affiliated with the Facility: (a) any confidential information, including, but not limited to, patient information and information regarding quality assurance, risk management and peer review activities; and (b) any confidential or proprietary information concerning any matters affecting or relating to the business or operations or future plans of the Facility, or any of its affiliates, including, but not limited to, Facility policies, procedures, rules, regulations, and protocols. I understand that this prohibition extends to, but is not limited to, divulging such information for the purpose of acting as an expert witness, reviewer, or consultant on behalf of a plaintiff or an attorney acting on behalf of a plaintiff, in a claim or action against the Facility or any of its affiliates. My acknowledgments and agreements shall survive termination of the Agreement between the George Washington University and Facility.

Date: _____

Signature: _____

Witness: _____