

**PROFESSIONAL SERVICE EDUCATION AFFILIATION AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**

This Professional Service Education Affiliation Agreement, entered into this ____ day of _____, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Trustees of the CSU on behalf of California State University San Marcos, a public university in the California State University system; hereinafter referred to as “UNIVERSITY,” is made upon the following considerations:

WHEREAS, UNIVERSITY has a Master of Science in Public Health graduate program in the field of public health studies which requires students to participate in service experiences; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”), has the staff and facilities necessary for providing experiences in Public Health Services; and

WHEREAS, COUNTY is willing to assist UNIVERSITY by making its staff and facilities available to students enrolled in UNIVERSITY’s graduate public health program; and

WHEREAS, it is in UNIVERSITY’s and COUNTY’s mutual interest and advantage that students enrolled in UNIVERSITY’s graduate public health program be given the opportunity to utilize COUNTY’s facilities for service and educational purposes; and

WHEREAS, it is beneficial to COUNTY to contribute to the education of graduate public health students since doing so will help diminish the shortage of qualified public health employees in Humboldt County; and

WHEREAS, by this Agreement UNIVERSITY and COUNTY seek to provide students enrolled in UNIVERSITY’s graduate public health program with service experiences at COUNTY’s facilities;

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

1. **DEFINITIONS:**

- 1.1 **Service Experience.** As used herein, the term “Service Experience” refers to a COUNTY staff-supervised service learning experience for the student enrolled in UNIVERSITY’s Public Health program.
- 1.2 **Faculty.** As used herein, the term “Faculty” refers to UNIVERSITY employees who will plan, coordinate, implement, and provide content expertise for the Service Experience program. Faculty will evaluate student job performance and assist with the evaluation of students during their enrollment in the Service Experience program.
- 1.3 **Designee.** As used herein, the term “Designee” refers to UNIVERSITY and COUNTY employees responsible for assisting Faculty in planning, implementing, and coordinating the Service Experience Program.
- 1.4 **Preceptor.** As used herein, the term “Preceptor” refers to the COUNTY employee responsible for providing student guidance and input on student service competence to the assigned Faculty.

- 1.5 Student. As used herein, the term “Student” refers to the student enrolled in UNIVERSITY’s graduate public health program.

2. SERVICE EXPERIENCE PROGRAM:

- 2.1 Program Size. The Student allowed to participate in each Service Experience is dependent upon the availability of space, Preceptors, Faculty, and other considerations. The Student who may participate in a given Service Experience shall be determined by mutual agreement at least forty-five (45) days before commencement.
- 2.2 Program Length. The start date and length of each Service Experience shall be determined by mutual agreement at least forty-five (45) days before the commencement thereof.
- 2.3 Program Areas. Experiences provided pursuant to this Agreement shall include Public Health Services.
- 2.4 Confidentiality of Medical Information. To the extent applicable, Service Experiences will be subject to the requirements of any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Service Health Act of 2009 (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and any current and future regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

3. UNIVERSITY’S RIGHTS AND RESPONSIBILITIES:

- 3.1 Instruction. UNIVERSITY shall be solely responsible for all aspects of Student instruction in each Service Experience, including, but not limited to: program enrollment; curriculum selection and delivery; service assignments and Student placement; Student evaluation and confirmation of credit and degrees.
- 3.2 Curriculum. UNIVERSITY, through its Faculty, shall specify the curriculum and service objectives, plan, and coordinate Student service assignments, and perform periodic evaluations of the Service Experiences provided by COUNTY.
- 3.3 Faculty. UNIVERSITY shall designate as Faculty, members of its Public Health staff who are adequately qualified to provide appropriate supervision of COUNTY’s Preceptor, participate in Student learning communities, and conduct post-service conferences. UNIVERSITY’s Faculty will plan, coordinate, and provide content expertise for the curriculum and service experiences, implement, and coordinate Student service assignment, and evaluate Student performance.
- 3.4 Attendance and Academic Records. UNIVERSITY shall maintain all Student attendance and academic records.

- 3.5 Background Verification. UNIVERSITY shall require each Student to work with DHHS – Employee Services in order to complete appropriate background checks, such as Live Scan with a Child Abuse Central Index, Federal Bureau of Investigation, and Department of Justice clearances.
- 3.5.1 Students who fail to meet UNIVERSITY’s or COUNTY’s character requirements will not be allowed to participate in COUNTY’s Service Experience program.
- 3.5.2 Background checks are required for participation in COUNTY’s Service Experience program. Students may not begin their rotation with COUNTY’s Service Experience program until the results of all background checks have been received and verified by DHHS – Employee Services.
- 3.5.3 Background checks are a requirement of participation in COUNTY’s Service Experience program and, to accommodate this, the expectation is that COUNTY will receive a minimum of forty-five (45) days advance written notice of the need for background checks. COUNTY will not request urgent or rushed background checks.
- 3.6 Student Withdrawals. UNIVERSITY, through its Faculty, shall notify COUNTY in the event a Student withdraws or is otherwise unable to complete the Service Experience program. It is understood that except as otherwise set forth herein, only UNIVERSITY can withdraw a Student from the Service Experience program.
- 3.7 Program Changes. UNIVERSITY, through its Faculty, shall notify COUNTY of all changes or issues involving the instruction, curriculum, policies, and/or procedures of the Service Experience program.
- 3.8 Program Evaluation. UNIVERSITY, through its Faculty, shall periodically evaluate the Service Experience program and provide COUNTY with the results thereof.
- 3.9 Professional Liability Coverage. UNIVERSITY shall confirm that each Student participating in the Service Experience program is covered under UNIVERSITY’s professional liability insurance in the amounts set forth herein.
- 3.10 COUNTY Regulations. UNIVERSITY shall notify Student and UNIVERSITY personnel participating in the Service Experience program of the requirement to comply with all of COUNTY’s service and administrative policies, procedures, rules, and regulations, including those governing the use and disclosure of individually identifiable medical information, and all reasonable directions given by qualified COUNTY personnel.
- 3.11 COUNTY Direction. UNIVERSITY shall notify Student and UNIVERSITY personnel participating in the Service Experience program of the requirement to comply with all reasonable directions given by qualified COUNTY personnel.
- 3.12 Student Responsibilities. UNIVERSITY shall advise Student of their rights and responsibilities set forth herein, and obtain Student’s written agreement to those terms.
- 3.13 Confidentiality of Proprietary Information. UNIVERSITY recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, UNIVERSITY may have access to certain information of COUNTY that is confidential and constitutes valuable, special, and unique property of COUNTY. UNIVERSITY agrees that it

shall not, at any time during or subsequent to the term of this Agreement unless permitted by law, disclose to others, use, copy, or permit to be copied, without COUNTY's express written prior consent, any confidential or proprietary information of COUNTY.

4. COUNTY'S RIGHTS AND RESPONSIBILITIES:

- 4.1 Service Experience. COUNTY shall provide, through the Service Experience program, one Student an opportunity to gain up to one hundred eighty (180) hours of supervised service experience.
- 4.2 Provision of Facilities. COUNTY shall provide physical facilities, resources, equipment, and all other items necessary to operate the Service Experience program, including use of reasonable work and storage space.
- 4.3 Preceptor. COUNTY shall designate as Preceptor a staff member who is qualified to provide appropriate supervision of assigned Student.
- 4.4 Intern Request for DHHS Placement Form. All Preceptors are to submit a completed Intern Request for DHHS Placement form to the Employee Services Office a minimum of sixty (60) days before the Student(s) is scheduled to begin the Service Experience program.
- 4.5 COUNTY Designees. The Public Health Director is the designated qualified COUNTY staff member to assist Faculty in planning, implementing, and coordinating the Service Experience program.
- 4.6 Student Orientation. COUNTY shall provide Student with an orientation regarding the applicable service activities and patient confidentiality requirements prior to the commencement of each Service Experience program.
- 4.7 Access to Facilities. COUNTY shall permit Student enrolled in the Service Experience program appropriate access to COUNTY facilities.
- 4.8 Withdrawal of Students. COUNTY may request that UNIVERSITY withdraw from the Service Experience program any Student who COUNTY determines is not performing satisfactorily, refuses to follow COUNTY's administrative policies, procedures, rules, and regulations, or violates any local, state, or federal laws or regulations. COUNTY shall state its reason(s) for requesting a Student withdrawal in writing to the Faculty. UNIVERSITY shall respond to such a request within five (5) days of receipt. Except as otherwise set forth herein, only UNIVERSITY can withdraw a Student from the Service Experience program.
- 4.9 Student Removal. COUNTY may immediately remove from the Service Experience program any Student who poses an immediate threat of danger to COUNTY personnel, or the quality of services provided by COUNTY. COUNTY shall notify the Faculty prior to removing any Student from the Service Experience program. COUNTY shall notify UNIVERSITY in writing of the removal of any Student, and the reasons for such action, as soon as possible thereafter.
- 4.10 Background Verification. COUNTY shall conduct or verify criminal background checks for each Student, if required by applicable local, state, or federal laws, regulations, policies, procedures, or standards to conduct such checks on student interns as stated in this Agreement. COUNTY will not allow Students who fail to meet COUNTY's requirements participate in the Service Experience program.

- 4.11 Student Instruction. COUNTY shall permit and encourage COUNTY personnel to participate in the instructional phase of the Service Experience program where such participation would not impair the delivery of services to COUNTY's patients.
- 4.12 Program Changes. COUNTY shall notify UNIVERSITY of any changes in its personnel, operation, or policies that may materially affect the Service Experience program.
- 4.13 Provision of Applicable Regulations. COUNTY shall provide Student with a copy of the service and administrative regulations, policies, procedures, and standards with which they are expected to comply.
- 4.14 Accreditation Requirements. COUNTY shall comply with all applicable requirements of any approval or accreditation authority, and permit the authorities responsible for accreditation of UNIVERSITY's curriculum to inspect the facilities, services, and other items provided by COUNTY for purposes of the Service Experience program.

5. STUDENTS' RIGHTS AND RESPONSIBILITIES:

- 5.1 COUNTY Regulations. Student shall comply with COUNTY's service and administrative regulations, policies, procedures, and standards, including, without limitation, any and all applicable requirements.
- 5.2 Federal, State, and Local Laws. Student shall comply with any and all applicable local state and federal laws, regulations, policies, procedures, and standards regarding the operation of the Service Experience program, including, without limitation, any and all applicable requirements concerning human subject research.
- 5.3 Dress Code. Student shall comply with COUNTY's dress code, including, but not limited to, wearing picture name badges identifying themselves.
- 5.4 Orientation. Student, Faculty, and the Preceptor shall coordinate the Service Experience to ensure that the Student participating in the Service Experience program attend all mandatory orientation and training sessions provided by COUNTY personnel.
- 5.5 Violations of Law. Student shall immediately notify COUNTY and UNIVERSITY of any violation of local, state, or federal laws, regulations, policies, procedures, or standards that they observe during the course of the Service Experience program.
- 5.6 Confidentiality of Proprietary Information. Student shall not, at any time during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, without COUNTY's express prior written consent, any confidential or proprietary information of COUNTY, including, without limitation, information which concerns COUNTY's patients, costs, or treatment methods.

6. MUTUAL RIGHTS AND RESPONSIBILITIES OF UNIVERSITY AND COUNTY:

- 6.1 Provision of Service Experiences. COUNTY and UNIVERSITY shall provide Student with Service Experiences, within COUNTY's practice setting, under the supervision of a Preceptor for the purpose of developing Student's service competence.
- 6.2 Federal, State, and Local Laws. COUNTY and UNIVERSITY shall comply with any and all applicable local, state, and federal laws, regulations, policies, procedures, and standards

regarding the operation of the Service Experience program, including, without limitation, any and all applicable requirements concerning human subject research.

- 6.3 Equal Opportunity Acceptance. COUNTY and UNIVERSITY shall not discriminate on the basis of: race; religion or religious creed; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth, and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality, and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation HIV and AIDS; military service; veteran status; or any other legally protected classification in either the selection of Students, or as to any aspect of the Service Experience program. However, with respect to mental or physical disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Service Experience program.
- 6.4 Student Employment. COUNTY and UNIVERSITY expressly understand and agree that the qualified Student may be employed by COUNTY outside of the Service Experience program to undertake certain defined activities; provided such work is non-compulsory, paid, subject to standard COUNTY employment policies, and does not interfere with Student's regular academic responsibilities.
- 6.5 Confidentiality of Student Information. COUNTY and UNIVERSITY expressly agree to comply with any and all applicable local, state, and federal laws, regulations, policies, procedures, and standards, that govern, or pertain to, the confidentiality, privacy, security, and transmission of educational records, including, without limitation, any and all applicable requirements of the Family Educational Rights and Privacy Act ("FERPA"). COUNTY and UNIVERSITY further agree not to use or disclose any confidential Student information, other than as permitted by FERPA. Any permitted disclosure to persons or entities that are not a party to this Agreement, shall be under the condition that no further disclosure by such party shall be permitted.
- 6.6 Conferences. Designees of both COUNTY and UNIVERSITY shall arrange and attend annual conferences to discuss the planning, implementation, and coordination of the Service Experience program.
- 6.7 It is expressly agreed and understood by COUNTY and UNIVERSITY that students under this Program are in attendance for educational purposes, and such students are not considered employees, officers, representatives, agents, or volunteers of UNIVERSITY for any purpose, including but not limited to, compensation of services, employee welfare and pension benefits, or workers' compensation insurance.

7. TERM:

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

8. TERMINATION:

- 8.1 General Termination. This Agreement may be terminated by either party for any reason upon six (6) months advance written notice of such intent to terminate. However, currently enrolled Student shall be permitted to complete any Service Experience program in which termination would otherwise occur.

- 8.2 Discontinuance of COUNTY Facilities. Nothing in this Agreement shall be construed to require COUNTY to continue operating any facility, in which the Service Experience program is implemented, solely for the purpose of maintaining the Service Experience 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.

9. 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: County of Humboldt
Department of Health and Human Services – Public Health
Attention: Karen Baker, Administrative Analyst
529 I Street
Eureka, California 95501

UNIVERSITY: California State University San Marcos
Attention: Maria Froehle
333 South Twin Oaks Valley Road
San Marcos, CA 92096
contracts@csusm.edu

10. REPORTS:

UNIVERSITY agrees to provide COUNTY with any and all reports which may be required by local, state, and/or federal 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.

11. NUCLEAR FREE ORDINANCE:

By executing this Agreement, UNIVERSITY certifies 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 subsequently becomes a Nuclear Weapons Contractor.

12. NONDISCRIMINATION COMPLIANCE:

- 12.1 Professional Services and Employment. In connection with the execution of this Agreement, UNIVERSITY shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry;

marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, 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.

- 12.2 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 Executive 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 Sections 8101, *et seq.* 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.

13. INDEMNIFICATION:

- 13.1 Mutual Indemnity. Each party shall, defend, indemnify and hold the other party, and its agents, officers, officials and employees, harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, other costs of litigation, directly arising out of the performance of this Agreement, but only in proportion to and to the extent such claims, demand, losses, damages, liabilities, expenses or costs are caused by, or result from, the negligent or intentional acts or omissions of the indemnifying party or its agents, officers, officials or employees.
- 13.2 Comparative Liability. Notwithstanding anything to the contrary, 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. Each party will bear their own costs and attorneys' fees.
- 13.3 Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether 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 hereunder.

14. 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 proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- 14.1 General Insurance Requirements. Without limiting UNIVERSITY's indemnification obligations provided for herein, UNIVERSITY shall 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, officials and employees. Notwithstanding the foregoing, UNIVERSITY shall be allowed to self-insure in the amounts required as specified herein, and such insurers may not be rated by A.M. Best and may be captive in nature:

- 14.1.1 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) 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.
- 14.1.2 Workers' Compensation Insurance, as required by the California Labor Code, 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. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees, and volunteers.
- 14.2 Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
 - 14.2.1 The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees, and volunteers, are covered as additional insured for liability arising out UNIVERSITY's performance pursuant to the terms and conditions of this Agreement.
 - 14.2.2 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.
 - 14.2.3 The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.
 - 14.2.4 UNIVERSITY shall furnish COUNTY with certificates and endorsements affecting the required coverage prior to execution of this Agreement. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If UNIVERSITY does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance, and UNIVERSITY agrees to pay the cost thereof.
- 14.3 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
 Attention: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

UNIVERSITY: California State University San Marcos
 Attention: Risk Manager
 333 South Twin Oaks Valley Road
 San Marcos, CA 92096

15. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities 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 neither party shall be entitled to any benefits to which the other party's 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, officials, and employees.

16. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state, and federal restrictions, limitations, or conditions that may affect the provisions, terms, or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

17. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

18. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined, and agreed upon by both parties.

19. 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.

20. 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 either party to obtain supplies, technical support, or professional services.

21. 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.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or the breach of any other requirement of this Agreement.

23. 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.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

25. INFORMATION TECHNOLOGY ASSURANCES:

The parties acknowledge that UNIVERSITY will not be present at COUNTY's facilities pursuant to this Agreement. COUNTY shall provide student participants with hardware, software, and/or embedded chip devices owned or provided by COUNTY while participating in activities pursuant to this Agreement.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California.

27. ADVERTISING AND MEDIA RELEASE:

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

28. SURVIVAL:

The duties and obligations set forth in Sections 2.4, 3.14, 5.6, 6.5, and 13 shall survive the expiration or termination of this Agreement.

29. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

30. 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 (1) party on the basis that the other party prepared it.

31. 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.

32. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control and without the 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.

33. 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 their entirety any and all prior agreements, promises, representations, understandings, and negotiations of the parties, 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.

34. 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 (1) 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.

35. 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.

[Signatures on Following Page]

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

CALIFORNIA STATE UNIVERSITY SAN MARCOS:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Sofia Pereira, Public Health Branch Director
*(Pursuant to the authority granted by the
 Humboldt County Board of Supervisors
 on _____, 2025 [Item _____])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management