

**AGREEMENT  
THE COUNTY OF TEHAMA  
AND  
SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of October 2024, by and between, **Shasta-Tehama-Trinity Joint Community College District**, herein after referred to as “COLLEGE” and the **County of Tehama through its Health Services Agency**, hereinafter referred to as “COUNTY”.

WITNESSETH:

Whereas, the COLLEGE is an educational institution, which provides and conducts an approved Medical Assistant Training Program, “PROGRAM,” which requires actual clinical experience by students in the PROGRAM; and

Whereas, COUNTY is the operator of an Outpatient Medical Clinic, licensed in the State of California, located in Red Bluff, CA, that utilizes Medical Assistants; and

Whereas, it is to the mutual benefit of the parties hereto that students of the PROGRAM use the clinical facilities of County for their clinical experience;

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

- I. COUNTY SHALL:
  - A. Permit each student who is designated by the COLLEGE pursuant to Paragraph II. A. below to receive clinical and/or observation experience at COUNTY and shall furnish and permit such students free access to appropriate clinical and/or observation experience in COUNTY subject to approval by the Clinic Director or designee.
  - B. Furnish appropriate clinical schedules, in such a manner that there will be no conflict in the use thereof between the COLLEGE’S students and students from other educational institutions, if any.
  - C. Offer programs that will at all times meet the requirements of applicable professional governing boards.
  - D. Assure that staff is adequate in number and quality to provide appropriate health care to individuals.
  - E. Provide COLLEGE instructors taking part in the PROGRAM access to the following agency/agencies jointly agreed upon:

TEHAMA COUNTY HEALTH SERVICES AGENCY (TCHSA)

- F. Not compensate any student receiving clinical and/or observation experience pursuant to this Agreement nor shall such students be considered employees of COUNTY.
- G. Make available at no cost to itself, emergency care/first aid for students in the case of injury on days students are receiving training at COUNTY; all financial liability shall be assumed by the student.
- H. At the discretion of TCHSA'S Executive Director, permit appropriate members of the attending staff of COUNTY to participate in the instructional phase of the clinical and/or observation experience as mutually deemed appropriate by the COLLEGE instructors and COUNTY, at no cost to COUNTY or staff.
- I. At the discretion of TCHSA'S Executive Director, permit appropriate personnel to attend meetings mutually deemed appropriate by the COLLEGE and COUNTY to coordinate the program provided for under this Agreement.
- J. Notify the COLLEGE, in advance, of any change in the designated representatives of COUNTY.
- K. Have the right, after consultation with the COLLEGE, to refuse to continue any COLLEGE student who, in COUNTY'S sole judgment, is not participating satisfactorily in said program, or to reject any student. Students and/or COLLEGE personnel shall promptly and without protest leave an area whenever they are requested to do so by an authorized COUNTY representative.
- L. Provide for orientation of COUNTY staff and COLLEGE faculty in preparation for assigned clinical and/or experiences within COUNTY.
- M. Maintain standards accepted by appropriate accrediting bodies.
- N. Allow students to perform services for clients only when under the supervision and control of COUNTY. Students shall work, perform assignments and participate in clinics, staff meetings and in-service educational programs at the discretion of their supervisors designated by COUNTY. Students are trainees, not employees and are not to replace COUNTY staff. As trainees, students are considered members of COUNTY'S "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to COUNTY'S policies and procedures respecting confidentiality of medical information. In order to ensure that students comply with such policies, COUNTY shall

provide students with substantially the same training that it provides to regular employees.

- O. Provide reasonably safe area for storage of personal belongings of students, although COUNTY does not assume responsibility for any personal belongings of students.
- P. COUNTY shall timely notify COLLEGE when any COLLEGE employee or student has been involved in a reported incident and COLLEGE shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident. COLLEGE shall cooperate in any investigation of a potential liability-inducing incident.

II. COLLEGE SHALL:

- A. Designate the students who are enrolled in the PROGRAM of COLLEGE to be assigned for clinical and/or observation experience at COUNTY, in such numbers as are mutually agreed to by both parties.
- B. Establish a schedule for the clinical and/or observation experience in the types specified in Paragraph I. A. above; provided, however, that the specified areas to be utilized therefore shall be selected subsequently by mutual agreement between TCHSA'S Executive Director and COLLEGE'S duly authorized representative.
- C. Supervise all instruction and clinical and/or observation experience given at COUNTY to the assigned students and provide the necessary instructors for the PROGRAM provided for under this Agreement.
- D. Keep all attendance and academic records of students participating in said PROGRAM.
- E. Certify to COUNTY at the time each student first reports at COUNTY to participate in said PROGRAM that said student will comply with all health policies of the COLLEGE, including meeting standards for emotional and physical requirements, completion of immunizations, yearly tuberculosis testing and annual influenza vaccination.
- F. Be responsible for COLLEGE instructor profession activities while at COUNTY.
- G. Require every instructor and student to conform to all applicable COUNTY policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of COLLEGE and COUNTY.

- H. Certify to COUNTY that all instructors functioning at COUNTY are current in licensure and faculty evaluation.
- I. Require COUNTY'S instructors to notify TCHSA'S Executive Director or designated representatives in advance of:
  - 1. Written objectives for students' clinical experiences.
  - 2. Student schedules.
  - 3. Placement of students in community health assignments.
  - 4. Changes in clinical assignments.
- J. In consultation and coordination with TCHSA'S Executive Director or designated representatives, the COLLEGE'S instructor will plan for the clinical and/or observation experience to be provided to students under this Agreement.
- K. In consultation and coordination with TCHSA'S Executive Director or designated representatives, arrange for periodic conferences between appropriate representatives of COLLEGE and COUNTY to evaluate the clinical and/or observation experience program provided under this Agreement. COLLEGE and COUNTY agree there will be no exchange of individually identifiable health information during said conferences.
- L. Provide and be responsible for the care and control of the COLLEGE'S education supplies, materials and equipment used for instruction during said PROGRAM.
- M. Distribute to each student nurse a statement, which explains the hazards of drug abuse in the medical and health profession(s).
- N. Assure that each student assigned to COUNTY, prior to any observation period or participation in any clinical and/or observation experience, has received training in blood and body fluid universal precautions, consistent with the Center for Disease Control guidelines. Documentation of such training will be provided to COUNTY upon request.
- O. Provide for orientation of students and faculty assigned to COUNTY.
- P. Notify the students and supervising instructors that they are responsible for maintaining confidentiality of patient information. No students shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the clinical and/or observation experience. The discussion, transmission or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the regular course of the program is forbidden except as a necessary part of the practical experience. Neither COLLEGE,

nor its employees or agents, shall be granted access to individually identifiable patient information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulation thereunder. COUNTY shall reasonably assist COLLEGE in obtaining such consent in appropriate circumstances. In the absence of such consent, students shall use only de-identified information in any discussions with COLLEGE, its employees or agents.

- P. Agree to report to COUNTY any security incident or any use or disclosure of Protected Health Information (in any form) not provided for by this Agreement. Security Incidents include attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system. COLLEGE shall make this report by the next business day following discovery of the use, disclosure or security incident.
- Q. Be solely responsible for any payroll taxes, withholdings, workers compensation and any other insurance or benefits of any kind for employees and agents of COLLEGE providing services under this Agreement. Students are not employees or agents of COLLEGE and shall receive no compensation for their participation in the program, either from COLLEGE or COUNTY. However, for purposes of this Agreement, students as trainees are members of COUNTY's "workforce" as that term is defined by the HIPAA regulations at 45 C. F.R. § 160.103.

### III. LENGTH OF AGREEMENT TERM

- A. This Agreement shall commence on October 22, 2024, and shall terminate on October 21, 2027, unless sooner terminated as provided herein.
- B. This agreement shall become effective upon execution and may be terminated by either party at any time after giving the other party 30 (thirty) days advance written notice of the intention to terminate.
- C. COUNTY may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for the Agreement in any fiscal year.

### IV. DISCRIMINATION

No student shall be denied participation in this program either by the COLLEGE or by COUNTY because of race, color, religion, sex, sexual

orientation, marital status, national origin, ancestry, age, medical condition, mental disability, or physical disability.

V. GENERAL CONDITIONS

A. Indemnification

- 1) COLLEGE shall defend, hold harmless and indemnify the County of Tehama, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs of COUNTY), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of the COUNTY) being damaged arising out of COLLEGE's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether negligence or otherwise. COLLEGE shall at its own expense, defend any suit or action founded upon a claim of the foregoing. COLLEGE shall also defend and indemnify COUNTY against any adverse determination made by the Internal Revenue Service or State franchise Tax Board and/or any other taxing or regulatory agency against the COUNTY with respect to COLLEGE'S "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.
  
- 2) In the event that any student is claimed to be, or determined to be, an employee of COUNTY for purposes of the workers' compensation laws, COLLEGE shall hold harmless, defend and indemnify COUNTY, its officers, employees, agents, volunteers, and insurers (including self-insurance pool(s) or arrangement in which COUNTY participates) from and against any and all claims, losses, costs, expenses (including reasonable attorneys fees of COUNTY), liabilities, actions, proceedings, awards, judgements, or decrees arising from, related to, or founded upon such claim or determination. The indemnification obligation under this paragraph shall apply, and COUNTY shall have no liability or obligation whatsoever to reimburse COLLEGE to make any contribution, regardless of whether COUNTY, or any officer, employee, agent, or volunteer thereof, caused or contributed to the event, occurrence, injury, facts or circumstances giving rise to the claim or determination, and regardless of any actual or alleged negligence on the part of COUNTY, its officers, employee, agents or volunteers. The indemnification obligation under this paragraph shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for COLLEGE under workers' compensation laws. This paragraph is

intended solely for the benefit of COUNTY and shall not be deemed to confer any rights or remedies upon any student(s) or other third-parties. The indemnification obligation under this paragraph does not infer any legal requirements related to student injuries or illnesses occurring out of performance of this Agreement.

B. Insurance

1. COUNTY shall provide COLLEGE a certificate of self-insurance evidencing commercial general liability insurance with combined single limit coverage of at least \$1,000,000.00 (One Million Dollars and No Cents) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least \$2,000,000.00 (Two Million Dollars and No Cents).

2. COLLEGE shall provide COUNTY a letter of self-insurance evidencing commercial general liability insurance with combined single limit coverage of at least \$1,000,000.00 (One Million Dollars and No Cents) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least \$2,000,000.00 (Two Million Dollars and No Cents). Such insurance shall include Tehama County, its elected officials, officers and employees as an additional insured.

3. COLLEGE shall secure and maintain, for each student participating in the Program, malpractice insurance in aggregate amounts for all students of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate. Said insurance shall be maintained in effect so long as the student remains a participant in the Program. A certificate evidencing such insurance shall be provided to COUNTY.

C. Status of Students

Student(s) shall at no time throughout this Agreement be considered officers, employees, agents or volunteers of COUNTY. Students shall perform services for patients only when under the supervision and control of COUNTY. Students shall work, perform assignments, and participate in clinics, staff meetings and in-service educational programs at the discretion of their supervisors designated by COUNTY. Students are trainees, not employees, and are not to replace COUNTY staff. COUNTY and COLLEGE agree that the students will not displace any bargaining unit employees, nor will any student placement otherwise violate any collective bargaining agreement.

D. Governing Law

All contracts shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, COUNTY shall comply with any State or federal law applicable to COUNTY's performance under this Agreement.

E. HIPAA Privacy Regulations

The parties agree that COLLEGE is not a "business associate" of COUNTY under HIPAA. COLLEGE will not be performing or assisting in the performance of covered HIPAA functions on behalf of COUNTY. There will be no exchange of individually identifiable health information between COUNTY and COLLEGE. Students in the PROGRAM are trainees who are part of COUNTY's "workforce" as defined in HIPAA regulations at 45 C.F.R. 160.103. With that understanding, the parties agree that they shall comply with all HIPAA privacy regulations, to the extent they apply at all, including but not limited to those set forth in 45 CFR Parts 160 and 164, and also with any privacy applications arising under the State of California.

F. Assignments

Without written consent of the COLLEGE, this Agreement is not assignable by COUNTY either in whole or in part.

G. Agreement Alterations & Integration

No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

H. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name(s) as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the COLLEGE, its officers, or employees.



I. Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

J. Severability

If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any State or Federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

K. Entire Agreement

This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof and supercedes all prior agreements, arrangements and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

L. Employment Status

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the COLLEGE and COUNTY, but is rather an Agreement by and between the COLLEGE and COUNTY as independent contractors.

M. Green procurement Policy

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

N. Compliance with Laws and Regulations

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the County immediately.

O. Law and Venue

This Agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

P. Authority

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

Q. Non-Exclusive Agreement

COLLEGE Understands that this is not an exclusive agreement, and that COUNTY shall have the right to negotiate with and enter into agreement with others providing the same or similar services to those provided by COLLEGE, or to perform such services with COUNTY's own forces, as COUNTY desires.

R. Code of Conduct

Tehama County Health Services (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and COLLEGE shall follow and established Code of Conduct.

**PURPOSE**

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The

Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

### **CODE OF CONDUCT – General Statement**

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

### **CODE OF CONDUCT**

All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Director, the Quality Assurance Manager or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.
- Shall notify their Supervisor, Director, Assistant Executive Director or Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA.
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.

- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.
- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures.
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

## VI. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

For COLLEGE:

Jill Ault  
 Assistant Superintendent/  
 Vice President, Administrative Services  
 Shasta-Tehama-Trinity Joint  
 Community College District  
 PO Box 496006  
 Redding, CA 96049-6006

For COUNTY:

Attn: Executive Director  
 Tehama County Health Services Agency  
 P. O. Box 400  
 Red Bluff, CA 96080

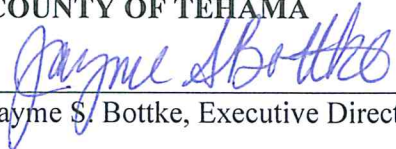
Notice shall be deemed to be effective two days after mailing

VII. This Agreement may at any time be altered, change or amended by mutual consent of the parties, in writing.

**IN WITNESS WHEREOF**, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

Date: 10-21-24

**COUNTY OF TEHAMA**

  
Jayme S. Bottke, Executive Director

**SHASTA-TEHAMA-TRINITY JOINT  
COMMUNITY COLLEGE DISTRICT**

Date: \_\_\_\_\_

**Jill Ault** Digitally signed by Jill Ault  
Date: 2024.10.16  
11:33:49 -07'00'  
Jill Ault, Assistant Superintendent/Vice  
President, Administrative Services