

**AGREEMENT
BETWEEN
COUNTY OF TEHAMA
AND
CHAMBERLAIN COLLEGE OF NURSING**

THIS AGREEMENT is made and entered into by and between, Chamberlain College of Nursing, herein after referred to as COLLEGE, and the County of Tehama, on behalf of the Tehama County Health Services Agency, hereinafter referred to as COUNTY or TCHSA.

WITNESSETH:

WHEREAS, the COLLEGE is committed to high quality learning environments, both in and outside of the classroom, and providing the technology, the related training, and the support needed for high quality learning environments. The COLLEGE has an outstanding record of collaboration with community and regional partners, in education and in business, that enrich the learning environment and open career doors for students; and

WHEREAS, the COUNTY is the operator of a Clinic Facility located in Tehama County, California, through which students can gain practical experience in fulfillment of their program requirements through working in the Clinic's clinical facilities under the direct supervision of a physician who has agreed to provide instructions and direct supervision of students; and

WHEREAS, it is to the mutual benefit of the parties that students of the COLLEGE'S Master of Science in Nursing, Advanced Practice Nursing and Doctor of Nursing Practice ("Programs") 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. TCHSA SHALL:

- A. Permit each student who is designated by the COLLEGE pursuant to Paragraph II. A. below to receive clinical experience at COUNTY and shall furnish and permit such students and COLLEGE physicians/instructors free access to an appropriate clinical experience in COUNTY.

Courses: All courses mutually agreeable to the COLLEGE and COUNTY.

- B. Furnish appropriate programs, on a rotational basis, 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 the California Board of Registered Nursing, including advanced practice nurses.
- D. Assure that staff is adequate in number and quality to provide appropriate services to individuals.
- E. Provide COLLEGE instructors taking part in the programs access to the following agency/agencies jointly agreed upon:

TEHAMA COUNTY HEALTH SERVICES AGENCY (TCHSA)

- F. COUNTY shall, at no cost or expense to itself, make available emergency medical treatment for students in case of accident, injury, or sudden illness during their clinical experience at COUNTY. All financial liability shall be assumed by the student.
- G. At the discretion of the Executive Director of TCHSA, permit and encourage the appropriate staff of COUNTY to participate in the instructional phase of the experience as mutually deemed appropriate by the COLLEGE instructors and the Executive Director of TCHSA, and other designated personnel, at no cost to the COUNTY or staff.
- H. At the discretion of the executive Director of TCHSA, permit appropriate personnel to attend meetings of the COLLEGE'S programs to coordinate the program provided for under this Agreement.
- I. Notify the COLLEGE'S instructors, in advance, of any change in the designated representatives of the COUNTY.
- J. 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.
- K. Provide for orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; patient confidentiality, and HIPAA privacy and security (if applicable); and information detailing where students check in and how they log their time in, in preparation for assigned clinical experiences within County.
- L. Maintain standards accepted by appropriate accrediting bodies.
- M. Students shall perform services for clients only when under the supervision, responsibility, 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.

II. THE UNIVERSITY SHALL:

- A. Designate the students who are enrolled in the programs of the COLLEGE to be assigned for clinical experience at COUNTY, in such numbers as is mutually agreed to by both parties.
- B. Establish a rotation plan for the 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 the Executive Director of TCHSA or a duly authorized representative.
- C. Keep all attendance and academic records of students participating in said program.
- D. Certify to County at the time each student first reports at COUNTY to participate in said clinical experience that said student will comply with the health policies of the COLLEGE, including meeting standards for emotional and physical requirements, completion of immunizations, and yearly tuberculosis testing.
- E. Be responsible for COLLEGE instructor professional activities while at COUNTY.
- F. 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 the COLLEGE and COUNTY.
- G. Certify to TCHSA that all instructors functioning at COUNTY are current in licensure and faculty evaluation.
- H. Require COLLEGE'S instructors to notify the Executive Director of TCHSA 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.

- I. In consultation and coordination with the Executive Director of TCHSA or designated representatives, the COLLEGE'S instructor will plan for the experience to be provided to students under this Agreement.
- J. In consultation and coordination with the Executive Director of TCHSA or designated representatives, arrange for periodic conferences between appropriate representatives of the COLLEGE and COUNTY to evaluate the clinical experience program provided under this Agreement. COLLEGE and COUNTY agree there will be no exchange of individually identifiable health information during said conferences.
- K. Provide and be responsible for the care and control of the COLLEGE'S education supplies, materials, and equipment used for instruction during said program.
- L. Distribute to each student a statement, which explains the hazards of drug abuse in the profession.
- M. Assure that each student assigned to COUNTY, prior to any observation period or participation in any clinical 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.
- N. Provide for orientation of students and faculty assigned to COUNTY.
- O. COLLEGE shall notify the students that they are responsible for maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except, when necessary, in the regular course of the clinical 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. COLLEGE agrees 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. COLLEGE shall 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 UNIVERSITY 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 May 6, 2024, and shall terminate on May 5, 2027.
- B. This agreement shall become effective upon the date specified above, and shall continue for the term specified above, unless earlier terminated by either party after giving the other party sixty (60) days advance notice of the intention to terminate.
- C. COUNTY may terminate this contract immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for this Agreement in any fiscal year.

IV. NON-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, age, or disability.

V. GENERAL CONDITIONS

A. Indemnification

1. COUNTY shall be responsible for the damages caused by the negligence of its directors, officer, agents, employees, and duly authorized volunteers occurring in the performance of this Agreement. The COLLEGE shall be responsible for damages caused by the negligence of its directors, officers, and employees occurring in the performance of this Agreement. It is the intention of COUNTY and COLLEGE that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officer, and employees.

2. In the event that any participating student is claimed to be, or determines to be, an employee of the 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 arrangements(s) in which County participates) from and against any and all claims, losses, costs, expenses (including reasonable attorney's fees of COUNTY), liabilities, actions, proceedings, awards, judgements, or decrees arising from, related to, or founded upon such workers compensation claim or determination occurring out of performance of this Agreement.

The indemnification obligation under this paragraph shall apply, and COUNTY shall have no liability or obligation whatsoever to reimburse COLLEGE or 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, employees, agents, 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 third parties. The indemnification obligation under this paragraph does not infer any legal obligation on the part of COLLEGE to conform with any OSHA reporting 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. The COLLEGE will provide or, at COLLEGE's option, require students participating in the clinical experience at COUNTY to maintain student professional liability insurance of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate covering the acts of such student while participating in the clinical experience at the COUNTY. Said insurance shall be maintained in effect so long as the student remains a participant in the Programs. If the coverage is on a claims-made basis, COLLEGE hereby agrees that prior to the effective date of termination of insurance coverage, COLLEGE shall purchase, at its sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage for three (3) years in the above stated

amounts for claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. A certificate evidencing such insurance shall be provided to COUNTY.

3. The COLLEGE will maintain general and professional liability insurance policy for itself, and to cover students placed at COUNTY with general liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. If the coverage is on a claims-made basis, COLLEGE hereby agrees that prior to the effective date of termination of insurance coverage, COLLEGE shall purchase, at its sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage for three (3) years in the above stated amounts for claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. This insurance policy defines an additional insured as any entity which the COLLEGE is contractually obligated to extend this coverage. Upon full execution of this Agreement, the COUNTY becomes an additional insured to the above referenced general liability insurance policy.
4. The COLLEGE'S Workers' Compensation program automatically covers all COLLEGE faculty and staff participating in student clinical training programs. COLLEGE will ensure that students are covered by a medical insurance policy throughout the term of their placement with COUNTY. COUNTY is not responsible for any premiums, fees, co-pays, or deductibles associated with this coverage.
5. COLLEGE shall provide COUNTY'S Risk Manager with a Certificate of Insurance evidencing the coverages listed above within thirty (30) days of the execution of this Agreement. Such insurance shall include Tehama County, its elected officials, officers, and employees as an additional insured (except for workers' compensation and professional liability insurance). The parties' other rights and obligations under this Agreement shall not become effective until such Certificate of Insurance is received by the COUNTY'S Risk Manager.

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, control, and responsibility 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 C.F.R. Parts 160 and 164, and also with any privacy applications arising under the State of California.

F. Assignments

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Green Procurement

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. COLLEGE shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

M. Compliance with Laws and Regulations

All services to be performed by COLLEGE under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the COUNTY immediately.

N. 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 law's 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.

O. 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 purposing to act.

P. 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 agreements 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.

Q. No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against any of the parties hereto.

R. 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 of agreement not incorporated herein shall be binding on any of the parties hereto.

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:

Chamberlain College of Nursing
3005 Highland Parkway
Downers Grove, IL 60515
Attn: Kelly Winters
Director, Clinical Shared Services
Email: kwinters@chamberlain.edu
Telephone: (630) 512-8877
Fax: (888) 392-9995

For COUNTY:

Tehama County Health Services Agency
P. O. Box 400
Red Bluff, CA 96080
Attn: Executive Director
Telephone: (530) 527-8491
Fax: (530) 527-0240

With a Copy to School Legal Counsel at:
DeVry Education Group Inc.
Attn: DeVry Group Legal
3005 Highland Parkway
Downers Grove, IL 60515-5799
Fax: (630) 515-4555

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.

COUNTY OF TEHAMA

Date: _____

Jayme S. Bottke, Executive Director

CHAMBERLAIN COLLEGE OF NURSING

Date: _____

Kelly Winters, Director, Clinical Shared Services