

**AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
SIMPSON UNIVERSITY**

This Agreement is made and entered into pursuant to Education Code 89036 by and between Simpson University ("University") and the County of Tehama through its Health Services Agency ("County").

WITNESSETH:

Whereas, the Trustees of University, an educational institution, have approved an RN to BSN "Track" program and generic BSN degree program ("Programs") for the University, and such programs require clinical nursing experience and the use of clinical facilities; and

Whereas, the Western Association of Schools and Colleges has heretofore accredited the University as a provider for the Bachelor of Science in Nursing Degree program; and

Whereas, County is the operator of a Mental Health Facility and Public Health Facility located in Red Bluff and Corning, through which nursing services are needed to provide care to patients; and

Whereas, it is to the mutual benefit of the parties hereto that students of the Programs be eligible to 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. Allow each student who is designated by University pursuant to Paragraph II.A. below, to compete for clinical nursing experience openings at County in the hereinafter listed types of nursing courses, on an equal basis with students from other institutions, based on their individual merit, and, if selected, shall furnish and permit such students and University nursing instructors free access to an appropriate clinical nursing experience in County, subject to approval by the Mental Health Director, and/or Public Health Director or designee. County shall make the final selection among qualified candidates for each opening in its sole discretion, which decision shall be final. Nothing in this Agreement shall be construed to guarantee that University's students will be selected for any such opening.

Courses:

All courses mutually agreeable to University and County.

- B. Furnish appropriate nursing rotations, in such a manner that there will be no conflict in the use thereof between University's students and students from other educational institutions, if any.
- C. Offer programs that will at all times meet the requirements of the California State Board of Registered Nursing Education and Nurse Registration.
- D. Assure that staff is adequate in number and quality to provide appropriate health care to individuals.
- E. Provide University nursing instructors taking part in the Programs access, as approved by the University's Director of Nursing or designee, to the following agency/agencies jointly agreed upon:

County of Tehama through its Health Services Agency (TCHSA)

- F. County shall, at no cost or expense to itself, make available emergency care/first aid for students in the case of injury on the days students are receiving training at County; all financial liability shall be assumed by the student.
- G. At the discretion of Executive Director of the Health Services Agency, permit and encourage appropriate members of the attending medical and paramedical staff of County to participate in the instructional phase of the clinical nursing experience as mutually deemed appropriate by the University instructors and the County, at no cost to the County or staff.
- H. At the discretion of the Executive Director of the Health Services Agency, permit appropriate personnel to attend meetings mutually deemed appropriate by the University and County to coordinate the Programs provided for under this Agreement.
- I. Notify the University's clinical nursing instructors, in advance, of any change in the designated representatives of County.
- J. Have the right, after consultation with the University, to refuse to continue any University student who, in County's judgment, is not participating satisfactorily in said Programs or to reject any student. Students and/or University 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 of County staff and the University faculty in preparation for assigned clinical experiences within County.
- L. Maintain standards accepted by appropriate accrediting bodies.

- M. 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. 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, 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 its regular employees.
- N. Provide a reasonably safe area for storage of personal belongings of students, although County does not assume responsibility for any personal belongings of students.

II. UNIVERSITY SHALL:

- A. Designate the students who are enrolled in the Programs of University to be eligible for clinical nursing experience at County.
- B. Establish a rotation plan for the nursing 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 the Executive Director of the Health Services Agency, or designee and University's duly authorized representative.
- C. Supervise all instruction and nursing experience given at County to the assigned students and provide the necessary nursing instructors for the Programs 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 to County to participate in said Programs that said student will comply with health policies of the University, including meeting standards for emotional and physical requirements, current immunizations and yearly tuberculosis testing.
- F. Be responsible for University instructor professional 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 University and County.
- H. Certify to County that all instructors functioning at County are current in RN licensure and faculty evaluation.

- I. Require University instructors to notify Executive Director of the Health Services Agency or designated representatives in advance of:
 - 1. Written objectives for students' clinical experiences.
 - 2. Student nursing schedules.
 - 3. Placement of students in community health assignments.
 - 4. Changes in clinical assignments.
- J. In consultation and coordination with Executive Director Health Services Agency or designated nursing representatives, the University's instructor will plan for the nursing experience to be provided to students under this Agreement.
- K. In consultation and coordination with Executive Director Health Services Agency or designated nursing representatives, arrange for periodic conferences between appropriate representatives of University and County to evaluate the nursing experience provided under this Agreement. University 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 University's education supplies, materials, and equipment used for instruction during said Program.
- 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. Distribute to each student nurse a statement, which explains the hazards of drug abuse in the nursing profession.
- O. Provide for orientation of students and faculty assigned to County.
- P. University shall notify the students and supervising instructors 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 Programs is forbidden except as a necessary part of the practical experience. Neither University 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 University in obtaining such consent in appropriate circumstances. In the absence of such

consent, students shall use only de-identified information in any discussions with University, its employees or agents.

- Q. University 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. University shall make this report by the next business day following discovery of the use, disclosure, or security incident.
- R. University 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 University providing services under this Agreement. Students are not employees or agents of University and shall receive no compensation for their participation in the Programs, either from University or County. However, for purposes of HIPAA compliance under this Agreement, and for no other purpose, students as trainees are member 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 July 1, 2025 and shall terminate on June 30, 2030.
- B. This Agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party thirty (30) days advance written notice of the intention to terminate.
- C. County may terminate this Agreement immediately upon oral notice to Provost, or the University Director of Nursing 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. DISCRIMINATION

University shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, medical condition, physical or mental disability, use of family care leave, or any other classification or status protected by law.

V. GENERAL CONDITIONS

A. Indemnification

County shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the

performance of this Agreement. University 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 University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers and employees.

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, University shall hold harmless, defend and indemnify County, its officers, employees, agents, volunteers, and insurers (including self-insurance pool(s) or arrangement(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, judgments, 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 University 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 University 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.

B. Insurance

1. County shall provide University a letter of self-insurance evidencing commercial general liability insurance with combined single limit coverage of at least One Million Dollars (\$1,000,000) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least Two Million Dollars (\$2,000,000).
2. University shall provide County a letter of self-insurance evidencing commercial general liability insurance with combined single limit coverage of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least Two Million Dollars (\$2,000,000.00). Such insurance shall include County, its elected officials, officers and employees as an additional insured.
3. University shall secure and maintain, for each student participating in the Programs, 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 Programs. A certificate evidencing such insurance shall be provided to County.

4. University will ensure that each student accepts financial responsibility for his/her own medical care and treatment throughout the term of their placement with County. County is not responsible for any premiums, fees, co-pays or deductibles associated with this coverage.

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 University 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 University is not a "business associate" of County under HIPAA. University 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 University. Students in the Programs 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 TCHSA, this Agreement is not assignable by University 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 University, its officers or employees.

I. Survival

Upon termination of this Agreement 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 supersedes 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 University and County, but is rather an Agreement by and between University and County as independent contractors.

M. Green Procurement

County Resolution No. 49-2002, the Green Procurement Policy (available upon request), supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal, and they are available at no more than the total cost of non-recycled products. University is encouraged to conform to this policy.

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 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.

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 purporting to act.

P. Non-Exclusive Agreement

University 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 University, or to perform such services with County's own forces, as County desires.

Q. Cultural Competency

University shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. University shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

- a. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- b. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

- c. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- d. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- e. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- f. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

R. Code of Conduct

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

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and University 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 University with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;

Every TCHSA employee and University 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 University to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

All TCHSA employees and University:

- 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 University 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 University'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 University.
- 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 University 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 University:

Attn: Dr. John Ayabe, Provost
Simpson University
2211 College View Drive
Redding, CA 96003

For County:

Attn: Executive Director
Tehama County Health Services Agency
Post Office Box 400
Red Bluff, CA 96080

Notice shall be deemed to be effective two days after mailing.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 3-19-25

COUNTY OF TEHAMA

Jayne S. Bottke
Jayme S. Bottke, Executive Director

Date: 2/28/25

SIMPSON UNIVERSITY

Robert W. Quirk
Robert W. Quirk, Chief Operating Officer