

TULARE COUNTY
HEALTH & HUMAN SERVICES AGENCY
GRADUATE STUDENT INTERN
FIELD EXPERIENCE AGREEMENT

This Agreement is between Tulare County Health & Human Services Agency -- (COUNTY), and Walden University, LLC (On-Line University/COLLEGE), and is effective as of July 1, 2014.

A. COUNTY has administrative facilities in Visalia and Tulare suitable for the educational needs of the COLLEGE'S Public Health graduate program.

B. COLLEGE offers a graduate program in Public Health and seeks to partner with field sites that can provide supervised educational field experience for those students enrolled in such graduate programs.

C. The parties will both benefit by making a training program ("Program") available to COLLEGE students at COUNTY and acknowledge that this agreement is entered into without any consideration of monetary exchange.

The parties agree as follows:

I. GENERAL INFORMATION ABOUT THE PROGRAM

A. The maximum number of COLLEGE students who may participate in the Program during each training period shall be mutually agreed upon by the parties at least 30 days before the training period begins.

B. The starting date and length of each Program training period shall be determined by mutual agreement. Participation and scheduling shall conform to the calendar adopted by the COLLEGE as to holidays, vacations, etc.

II. TERM

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until June 30, 2017 unless otherwise terminated as provided in this Agreement.

B. Renewal. This Agreement may be renewed by mutual written agreement.

III. COLLEGE'S RESPONSIBILITIES

A. Student Profiles. COLLEGE shall advise each student enrolled in the Program to complete and send to COUNTY the Tulare County volunteer application packet, as agreed by the parties, which shall include the student's name, address, and telephone number. Each student shall be responsible for submitting his or her volunteer

application packet, (Attachment A), before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. COLLEGE shall notify COUNTY'S Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed field site experience.

C. Program Objectives. COLLEGE shall establish educational objectives for the program. COLLEGE will designate a faculty member to coordinate with COUNTY'S designee to implement the Program to be provided to students.

D. Supervision. The learning experiences for the students shall be planned and supervised as needed, by designated site staff of the COUNTY Public Health Dept. The supervision of the students shall be the responsibility of the teacher of record.

E. Ratio of Instructors. COLLEGE shall not provide more than two students for any one field site preceptor. Students may be placed in various areas of the Public Health department assigned and, not all in one area.

F. Records. COLLEGE shall maintain all personnel records for its staff and all academic records for its students.

G. Student Responsibilities. COLLEGE shall notify students in the Program that they are responsible for:

- 1) Complying with COUNTY'S policies, procedures, rules and regulations;
- 2) Arranging for their own transportation and living arrangements if not provided by COLLEGE;
- 3) Complying with COUNTY's dress code and wearing name badges identifying themselves as interns.
- 4) Assuming responsibility for the costs associated with their personal illnesses;
- 5) Maintaining the confidentiality of personal protected health information
 - a) Student shall use de-identified information only in any discussions pertaining to personal protected health data with COLLEGE, its employees, or agents;

- 6) Notifying COUNTY immediately of any violation of state or federal laws by any student.

H. Payroll Taxes and Withholdings. COLLEGE shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for COLLEGE'S employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the COLLEGE and shall receive no compensation for their participation in the Program, either from COLLEGE or COUNTY. For purposes of this agreement, however, students are trainees and shall be considered members of COUNTY'S "workforce" as that term is defined by the HIPAA regulations at 45 CFR §160.103.

IV. COUNTY'S RESPONSIBILITIES

A. Public Health Graduate Experience. COUNTY shall accept from COLLEGE the mutually agreed upon number of students enrolled in the Program and shall provide the students with as needed supervised public health experience.

B. County Designee. COUNTY shall designate a member of its staff to participate with COLLEGE'S designee in planning, implementing, and coordinating the Program.

C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY'S activities.

D. Withdrawal of Students. COUNTY may request that COLLEGE withdraw from the Program any student who COUNTY determines is not performing satisfactorily, refuses to follow COUNTY'S administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for COUNTY'S request. COLLEGE shall comply with the written request within five (5) days after actually receiving it.

E. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, COUNTY shall have no obligation to furnish medical or surgical care to any student.

F. Student Supervision. COUNTY shall permit students to perform services when under the supervision of appropriate Professional COUNTY'S staff. Students shall work, perform assignments, and participate in staff meetings, and in-service educational programs at the discretion of their COUNTY-designated supervisors. Students are to be regarded as trainees/volunteers, not employees, and are not to replace COUNTY'S staff.

G. County's Confidentiality Policies. As intern trainees, students shall be considered members of COUNTY'S "workforce," as that term is defined by the HIPAA regulations at 45 CFR §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.

V. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

VI. STATUS OF COLLEGE AND COUNTY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either COUNTY or COLLEGE for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of COUNTY'S "workforce" for purposes of HIPAA compliance.

VII. INSURANCE

COLLEGE Insurance. COLLEGE shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by COLLEGE'S students and/or employees. COLLEGE maintains professional liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and general liability insurance in amounts not less than Two Million Dollars (\$2,000,000) annual aggregate. COLLEGE'S professional liability insurance shall provide coverage for COLLEGE'S students. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. COLLEGE shall bear all costs associated with providing workers' compensation for them. COLLEGE shall provide COUNTY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of termination or cancellation to COUNTY and which shall include COUNTY as an additional insured under its general liability policy.

COUNTY Insurance. County is provided liability coverage through statutory or tort law.

VIII. INDEMNIFICATION.

COLLEGE shall hold harmless, defend and indemnify COUNTY, its agents,

officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by COLLEGE or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by COLLEGE under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for COLLEGE'S failure to provide form DE-542, when applicable.

COUNTY shall hold harmless, defend and indemnify COLLEGE, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COLLEGE property, arising from, or in connection with, the performance by COUNTY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COLLEGE by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COLLEGE alleging civil rights violations by COUNTY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act).

This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

VIII. TERMINATION

This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section III, Paragraph H; Section III, Paragraph I, to the extent it provides that students are members of COUNTY'S "workforce" for purposes of HIPAA; Section III, Paragraphs F and G. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

TO COLLEGE:

Walden University, LLC
College of Health Sciences
Field Education Coordinator
100 Washington Ave. S, Suite 900
Minneapolis, MN 55401
Direct: 612.338.5092
Fax: 612.338.5092

COPY TO:

Walden University, LLC
Assistant General Counsel
650 S. Exeter Street
Baltimore, MD. 21202

TO COUNTY:

Karen Haught, MD, M.P.H., Health Officer
c/o: Contract Unit
Tulare County Health & Human
Services Agency
5957 S. Monney Boulevard
Visalia, CA 93277
Direct: 559.624.8480
Fax: 559.624.1071

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____

By: _____
Chairman of the Board of Supervisors
"COUNTY"

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

WALDEN UNIVERSITY, LLC

Date: 8/26/2014

By: *Carla A. Course*
Title: PRESIDENT

Date: 8/27/2014

By: *Mirvahan*
Title: CFO

Approved as to Form
County Counsel

By: *[Signature]*
Deputy (2014462)

Date 9-3-14

Approved as to Form
Counsel for College

By: *John R. Sutter*

Date 8-26-2014