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PROFESSIONAL CLINICAL EDUCATION AFFILIATION AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CAPELLA UNIVERSITY, LLC
FOR FISCAL YEAR 2026-2027

This Professional Clinical Education Affiliation Agreement, entered into this ____ day of _____, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Capella University, LLC, a Minnesota limited liability company, hereinafter referred to as "UNIVERSITY," is made upon the following considerations:

WHEREAS, UNIVERSITY, operates an approved and accredited graduate-level marriage and family therapy program.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Behavioral Health ("DHHS – Behavioral Health"), has the staff and facilities necessary for the provision of clinical experiences in community-based counseling and therapeutic support; and

WHEREAS, COUNTY is willing to make its staff and facilities available to students enrolled in UNIVERSITY's graduate-level marriage and family therapy program; and

WHEREAS, it is in UNIVERSITY's and COUNTY's mutual interest and advantage that students enrolled in UNIVERSITY's graduate-level marriage and family therapy program be given the opportunity to utilize COUNTY's facilities for clinical and educational purposes; and

WHEREAS, COUNTY and UNIVERSITY desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the provision of clinical experiences to students enrolled in UNIVERSITY's marriage and family therapy program.

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

1. DEFINITIONS:

A Clinical Experience. As used herein, the term "Clinical Experience" refers to a COUNTY staff supervised clinical experience for students enrolled in UNIVERSITY's marriage and family therapy program.

B. Faculty. As used herein, the term "Faculty" refers to UNIVERSITY employees responsible for planning, coordinating, implementing and providing content expertise for, and assisting with the evaluation of students during their enrollment in, the Clinical Experience program.

C. Designee. As used herein, the term "Designee" refers to UNIVERSITY and COUNTY employees responsible for assisting Faculty in planning, implementing and coordinating the Clinical Experience program.

D. Preceptor. As used herein, the term "Preceptor" refers to COUNTY employees responsible for providing student guidance and input on student performance to.

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E. Student. As used herein, the term "Student" refers to students enrolled in UNIVERSITY's graduate-level marriage and family therapy program.

2. CLINICAL EXPERIENCE PROGRAM:

A. Program Size. The number of Students allowed to participate in each Clinical Experience is dependent upon the availability of space, Preceptors, Faculty and other considerations. The maximum number of Students who may participate in a given Clinical Experience shall be determined by mutual agreement at least forty-five (45) days prior thereto.

B. Program Length. The start date and length of each Clinical Experience shall be determined by mutual agreement at least forty-five (45) days before the commencement thereof.

C. Program Areas. Clinical Experiences provided pursuant to the terms and conditions of this Agreement shall include the community-based counseling and therapeutic support programs set forth in Exhibit A – Clinical Experience Placement List, which is attached hereto and incorporated herein by reference as if set forth in full.

D. Confidential Information. Any and all Clinical Experiences provided pursuant to the terms and conditions of this Agreement shall be subject to the requirements of any and all applicable local, state and federal laws, regulations and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and any current and future regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

3. UNIVERSITY'S RIGHTS AND RESPONSIBILITIES:

A. Instruction. UNIVERSITY shall be solely responsible for all aspects of Student instruction in each Clinical Experience, including, without limitation, curriculum selection and delivery, Student enrollment, placement, evaluation and confirmation of credit and degrees.

B. Curriculum. UNIVERSITY, through its Faculty, shall specify the curriculum and clinical objectives, plan and coordinate Student clinical assignments and perform periodic evaluation of the Clinical Experiences provided by COUNTY.

C. Faculty. UNIVERSITY shall designate as Faculty, members of its staff who are adequately qualified to plan, coordinate, oversee and direct Student educational activities and assignments, participate in Student learning communities and evaluate Student lab performance. Each party hereby acknowledges and agrees that UNIVERSITY is an online institution; therefore, there will be no onsite faculty presence from UNIVERSITY on COUNTY premises at any time.

D. Licensure. UNIVERSITY shall ensure that any and all UNIVERSITY personnel responsible for supervising and instructing Students participating in the Clinical Experience program have met any and all applicable local, state and federal licensure and accreditation requirements.

E. Transportation. UNIVERSITY shall ensure that UNIVERSITY personnel will not drive as part of the Clinical Experience program.

F. Student Assignments. UNIVERSITY shall only assign Students who meet UNIVERSITY's educational requirements and qualifications to participate in the Clinical Experience program.

G. Student Information. UNIVERSITY shall supply COUNTY with a list of Student names for each Clinical Experience at least forty-five (45) days prior to the start date thereof. Any and all Student information supplied by UNIVERSITY shall be treated as confidential and used only as a source of Student identification during the Clinical Experience.

H. Attendance and Academic Records. UNIVERSITY shall maintain any and all Student attendance and academic records relating to the Clinical Experiences provided pursuant to the terms and conditions of this Agreement.

I. Immunization Records. UNIVERSITY shall ensure that each Student participating in the Clinical Experience program has met any and all applicable immunization requirements.

J. Background Verification. UNIVERSITY shall require each Student to work with COUNTY in order to complete any and all appropriate background checks. UNIVERSITY, through its Faculty, shall provide COUNTY with a minimum of forty-five (45) days advance written notice of the need for background checks. COUNTY will not request urgent or rushed background checks. Students may not participate in the Clinical Experience program until the results of all background checks have been received and verified by COUNTY.

K. Student Withdrawals. UNIVERSITY, through its Faculty, shall notify COUNTY in the event a Student withdraws or is otherwise unable to complete the Clinical Experience program. It is understood that except as otherwise set forth herein, only UNIVERSITY can withdraw a Student from the Clinical Experience program.

L. Program Changes. UNIVERSITY, through its Faculty, shall notify COUNTY of any and all changes or issues involving the instruction, curriculum, policies and/or procedures of the Clinical Experience program.

M. Program Evaluation. UNIVERSITY, through its Faculty, shall periodically evaluate the Clinical Experience program and provide COUNTY with the results thereof.

N. Liability Coverage. UNIVERSITY shall ensure that each Student participating in the Clinical Experience program, who is not employed by COUNTY, is covered under UNIVERSITY's general and professional liability insurance in the amounts set forth herein.

O. COUNTY Regulations. UNIVERSITY shall direct all Students and UNIVERSITY personnel participating in the Clinical Experience program to comply with any and all applicable COUNTY policies, procedures, rules and regulations, including, without limitation, those governing the use and disclosure of individually identifiable client information.

P. COUNTY Direction. UNIVERSITY shall direct all Students and UNIVERSITY personnel participating in the Clinical Experience program to comply with all reasonable directions given by qualified COUNTY personnel.

Q. Blood Borne Pathogens. If applicable, UNIVERSITY shall provide Students participating in the Clinical Experience program with training regarding exposure to blood borne pathogens.

R. Student Responsibilities. UNIVERSITY shall ensure that each Student participating in the Clinical Experience program is advised of their rights and responsibilities under this Agreement. UNIVERSITY shall obtain a written attestation from each Student participating in the Clinical Experience program which states that he or she agrees to comply with the applicable terms and conditions set forth herein.

S. Confidentiality of Client Information. Neither UNIVERSITY nor its employees or agents shall be granted access to individually identifiable client information unless the client has first given consent using a COUNTY approved form that complies with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA.

T. Confidentiality of Proprietary Information. UNIVERSITY recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, UNIVERSITY may have access to certain information of COUNTY that is confidential and constitutes valuable, special and unique property of COUNTY. UNIVERSITY agrees that it shall not, at any time during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without COUNTY's express written prior consent, any confidential or proprietary information of COUNTY, including, without limitation, information which concerns COUNTY's clients, costs or treatment methods.

4. COUNTY'S RIGHTS AND RESPONSIBILITIES:

A. Clinical Experiences. COUNTY shall provide, through the Clinical Experience program, a mutually agreed upon number of Students an opportunity to gain at least three hundred forty (340) hours of supervised clinical experience, which includes at least one hundred (100) hours of relational direct contact, forty (40) hours of supervised contact and two hundred (200) hours of direct client contact.

B. Provision of Facilities. COUNTY shall provide physical facilities, resources, equipment and all other items necessary to operate the Clinical Experience program, including, without limitation, use of reasonable work and storage space.

C. Preceptors. COUNTY shall designate as Preceptors, staff members who are qualified to provide appropriate supervision of Students participating in the Clinical Experience program.

D. COUNTY Designees. COUNTY shall designate as Designees, staff members who are qualified to assist Faculty in planning, implementing and coordinating the Clinical Experience program.

E. Student Orientation. COUNTY shall provide Students with an orientation regarding any and all applicable activities and client confidentiality requirements prior to the commencement of each Clinical Experience.

F. Access to Facilities. COUNTY shall permit Students enrolled in the Clinical Experience program appropriate access to COUNTY facilities, except where such access will interfere with the care of COUNTY's clients.

G. Withdrawal of Students. COUNTY may request that UNIVERSITY withdraw from the Clinical Experience program any Student who COUNTY determines is not performing satisfactorily or refuses to follow any applicable local, state or federal laws, regulations, policies, procedures or standards. COUNTY shall provide Faculty with written notification of its reason

or reasons for requesting that a Student be withdrawn from the Clinical Experience program. UNIVERSITY shall respond to such a request within five (5) days after the receipt thereof. Except as otherwise set forth herein, only UNIVERSITY can withdraw a Student from the Clinical Experience program.

H. Student Removal. COUNTY may immediately remove from the Clinical Experience program any Student who poses an immediate threat of danger to COUNTY personnel or the quality of services provided thereby. COUNTY shall notify Faculty prior to removing any Student from the Clinical Experience program. COUNTY shall notify UNIVERSITY in writing of the removal of any Student, and the reasons for such action, as soon as possible thereafter.

I. Background Verification. COUNTY shall conduct or verify criminal background checks for each Student, if required by applicable local, state or federal laws, regulations, policies, procedures or standards to conduct such checks on student interns as stated in this Agreement. COUNTY will not allow Students who fail to meet COUNTY's character requirements to participate in the Clinical Experience program.

J. Student Instruction. COUNTY shall permit and encourage COUNTY personnel to participate in the instructional phase of the Clinical Experience program where such participation would not impair the delivery of services to COUNTY's clients.

K. Provision of Client-Related Services. COUNTY shall ensure that: all client-related services and procedures performed by Students comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards; Students are appropriately credentialed to perform each client-related service in accordance with COUNTY's policies and procedures; and any and all necessary consents are obtained prior to the provision of any client-related services by Students.

L. Client Care. COUNTY shall retain full responsibility for the care of COUNTY's clients, and maintain administrative and professional supervision of Students insofar as their presence affects the operation of COUNTY's facilities and/or the care of clients. COUNTY shall ensure that Students are given duties commensurate with their skills and experience.

M. Student Interactions. COUNTY shall permit Students to perform services for clients only under the supervision of qualified members of COUNTY's staff. Students shall participate in ward rounds, clinics, staff meetings and in-service educational programs at the Preceptor's discretion.

N. Licensure. COUNTY shall require that all COUNTY personnel responsible for supervising Students participating in the Clinical Experience program have met any and all applicable local, state and federal licensure, certification and accreditation requirements.

O. Confidentiality Training. COUNTY shall provide Students with the same training regarding the confidentiality of individually identifiable client information that it provides to its employees.

P. Staffing. COUNTY shall employ an adequate number of qualified staff members to ensure the safe and continuous provision of health care services in accordance with any and all local, state and federal laws, regulations, policies, procedures and standards.

Q. Program Changes. COUNTY shall notify UNIVERSITY of any changes in its personnel, operation or policies that may materially affect the Clinical Experience program.

R. Provision of Applicable Regulations. COUNTY shall provide Students with a copy of any and all regulations, policies, procedures and standards with which they are expected to comply.

S. Accreditation Requirements. COUNTY shall comply with any and all applicable requirements of any approval or accreditation authority, and permit any and all authorities responsible for accreditation of UNIVERSITY's curriculum to inspect the facilities, services and other items provided by COUNTY for purposes of the Clinical Experience program.

5. STUDENTS' RIGHTS AND RESPONSIBILITIES:

A. COUNTY Regulations and Direction. Students shall comply with any and all applicable COUNTY policies, procedures, rules and regulations, including, without limitation, those governing the use and disclosure of individually identifiable client information, as well as any and all reasonable directions given by qualified COUNTY personnel.

B. General Legal Requirements. Students shall comply with any and all applicable local state and federal laws, regulations, policies, procedures and standards regarding the operation of the Clinical Experience program, including, without limitation, any and all applicable requirements concerning human subject research.

C. Transportation. Students who are not employed by COUNTY shall not drive as part of the Clinical Experience program. Students who are not employed by COUNTY shall be allowed to ride in COUNTY vehicles as passengers only.

D. Dress Code. Students shall comply with COUNTY's dress code, including, without limitation, wearing picture name badges identifying themselves as students.

E. Orientation. Students shall attend any and all mandatory orientation and training sessions provided by COUNTY personnel as part of the Clinical Experience program.

F. Violations of Law. Students shall immediately notify COUNTY and UNIVERSITY of any violation of local, state or federal laws, regulations, policies, procedures or standards that they observe during the course of the Clinical Experience program.

G. Confidentiality of Proprietary Information. Students shall not, at any time during or subsequent to the term of this Agreement, disclose, use, copy or permit to be copied, any confidential or proprietary information of COUNTY, including, without limitation, information which concerns COUNTY's clients, costs or treatment methods, without COUNTY's prior express written consent.

H. Confidentiality of Client Information. Students shall comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards that govern, or pertain to, the confidentiality, privacy, security and electronic transmissions of individually identifiable client information, including, without limitation, any and all applicable requirements of the CMIA, the HITECH Act and HIPAA. Students shall not have access to, or the right to receive, any individually identifiable client information, except when necessary in the regular course of the Clinical Experience program.

I. Disclosure of Client Information. Students shall not use or disclose any individually identifiable client information, other than as permitted by any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA. The discussion, transmission or narration

in any from by Students of any individually identifiable client information, medical or otherwise, obtained in the course of the Clinical Experience program is forbidden, unless the client has first given consent using a COUNTY approved form that complies with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA. In the absence of such consent, Students shall use de-identified information in any discussions about the Clinical Experience program.

6. MUTUAL RIGHTS AND RESPONSIBILITIES OF UNIVERSITY AND COUNTY:

A. Provision of Clinical Experiences. COUNTY and UNIVERSITY shall provide Students with Clinical Experiences, within COUNTY's practice setting, under the supervision of a Preceptor for the purpose of providing Students with clinical experience related to community-based counseling and therapeutic support.

B. General Legal Requirements. COUNTY and UNIVERSITY shall comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards regarding the operation of the Clinical Experience program, including, without limitation, any and all applicable requirements concerning human subject research.

C. Equal Opportunity Acceptance. COUNTY and UNIVERSITY shall not discriminate on the basis of: race; religion or religious creed; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation HIV and AIDS; military service; veteran status; or any other legally protected classification in either the selection of Students, or as to any aspect of the Clinical Experience program. However, with respect to mental or physical disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Clinical Experience program.

D. Status of Students. COUNTY and UNIVERSITY hereby agree that Students participating in the Clinical Experience program are in attendance for educational purposes. Students shall not be considered employees of either COUNTY or UNIVERSITY for any purpose. However, Students shall be considered members of COUNTY's "workforce," as that term is defined by 45 C.F.R. Section 160.103, for purposes of HIPAA compliance.

E. Student Employment. COUNTY and UNIVERSITY hereby agree that qualified Students may be employed by COUNTY outside of the Clinical Experience program to undertake certain defined activities; provided such work is non-compulsory, paid and subject to standard COUNTY employment policies. Nothing in this provision shall be construed to allow Students participating in the Clinical Experience program to take the responsibility or position of qualified staff members for purposes of providing client care.

F. Confidentiality of Client Information. COUNTY and UNIVERSITY hereby agree to comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards that govern, or pertain to, the confidentiality, privacy, security and electronic transmission of individually identifiable client information, including, without limitation, any and all applicable requirements of the CMIA, the HITECH Act and HIPAA.

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G. Disclosure of Confidential Client Information. COUNTY and UNIVERSITY hereby agree not to use or disclose any individually identifiable client information, other than as permitted by any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA.

H. Availability of Confidential Client Information. COUNTY and UNIVERSITY hereby agree to make their internal practices, books and records relating to the use and disclosure of individually identifiable client information available to any and all duly authorized local, state and federal agencies to the extent required for determining compliance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA.

I. Confidentiality of Student Information. COUNTY and UNIVERSITY hereby agree to comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, that govern, or pertain to, the confidentiality, privacy, security and transmission of educational records, including, without limitation, any and all applicable requirements of the Family Educational Rights and Privacy Act. COUNTY and UNIVERSITY further agree not to use or disclose any confidential Student information, other than as permitted by the Family Educational Rights and Privacy Act. Any permitted disclosure to persons or entities that are not a party to this Agreement, shall be under the condition that no further disclosure by such party shall be permitted.

J. Conferences. COUNTY and UNIVERSITY shall attend conferences, on an as-needed basis, to discuss the planning, implementation and coordination of the Clinical Experience program.

7. TERM:

This Agreement shall begin upon execution and shall remain in full force and effect until June 30, 2027, unless extended by a valid amendment hereto or sooner terminated as provided herein.

8. TERMINATION:

A. Termination without Cause. This Agreement may be terminated by either party for any reason upon six (6) months advance written notice of such intent to terminate. However, currently enrolled Students shall be permitted to complete any Clinical Experience program in which termination would otherwise occur.

B. Discontinuance of County Facilities. Nothing in this Agreement shall be construed to require COUNTY to continue operating any facility solely for the purpose of maintaining the Clinical Experience program. If COUNTY decides to discontinue operation of any such facility, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide UNIVERSITY sixty (60) days advance written notice of its intent to terminate this Agreement due to the discontinuance of COUNTY facilities.

9. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, at the addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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COUNTY: Humboldt County DHHS – Behavioral Health
Attention: Emi Botzler-Rodgers, Behavioral Health Director
720 Wood Street
Eureka, California 95501

UNIVERSITY: Capella University, LLC
Attention: Site-Based Learning Team/Affiliation Agreements
225 South Sixth Street, Ninth Floor
Minneapolis, Minnesota 55402

10. REPORTS:

UNIVERSITY hereby agrees to provide COUNTY with any and all reports which may be required by any local, state and/or federal agencies for compliance with this Agreement. UNIVERSITY shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

11. NONDISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, UNIVERSITY shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. UNIVERSITY further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; the Civil Rights Restoration Act of 1987, Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the Fair Housing Amendment Act of 1988, the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq*. of Title 2 of the California Code of Regulations, are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, UNIVERSITY certifies that it is not a Nuclear Weapons Contractor, in that UNIVERSITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear-Free Humboldt County Ordinance. UNIVERSITY hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if UNIVERSITY subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. UNIVERSITY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, UNIVERSITY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the gross negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided pursuant to the terms and conditions of this Agreement

14. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and UNIVERSITY is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. General Insurance Requirements. Without limiting UNIVERSITY's indemnification obligations set forth herein, UNIVERSITY shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of UNIVERSITY or its agents, officers, officials, employees and volunteers. Notwithstanding the foregoing, UNIVERSITY may self-insure in the amounts specified herein, and such insurers may not be rated by A.M. Best and may be captive in nature:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be at least twice the required occurrence limit.

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2. As set forth herein, UNIVERSITY personnel, and Students who are not employed by COUNTY, participating in the Practical Experience program shall not drive an automobile pursuant to the terms and conditions of this Agreement. If the responsibilities of any UNIVERSITY personnel, or Students who are not employed by COUNTY, are changed in such a way that driving will be required as part of the Clinical Experience program, UNIVERSITY shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than One Million Dollars ($1,000,000.00) for each occurrence (Three Million Dollars ($3,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which UNIVERSITY may be exposed to liability regarding the Clinical Experiences provided pursuant to the terms and conditions of this Agreement.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of UNIVERSITY's performance pursuant to the terms and conditions of this Agreement.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that UNIVERSITY shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. UNIVERSITY shall furnish COUNTY with certificates and endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, COUNTY. If UNIVERSITY does not keep all required policies in full force and effect, COUNTY may immediately terminate this Agreement.

5. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and UNIVERSITY shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

UNIVERSITY: Capella University, LLC
Attention: Site-Based Learning Team/Affiliation Agreements
225 South Sixth Street, Ninth Floor
Minneapolis, Minnesota 55402
AffiliationAgreements@capella.edu

15. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party hereby agrees that UNIVERSITY shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. UNIVERSITY shall be solely responsible for the acts and omissions of its agents, officers, officials and employees.

16. PROVISIONS REQUIRED BY LAW:

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

17. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

18. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

19. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by UNIVERSITY in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This

provision shall not be applicable to service agreements or other arrangements customarily entered into by either party to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. WAIVER OF DEFAULT:

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

23. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

24. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

25. INFORMATION TECHNOLOGY ASSURANCES:

UNIVERSITY hereby agrees to take any and all reasonable precautions to ensure that any hardware, software and/or embedded chip devices used by UNIVERSITY at COUNTY's facilities, other than those owned or provided by COUNTY, shall be free from viruses. Nothing herein shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. UNIVERSITY shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given in accordance with the notice requirements set forth herein.

28. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of

its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

29. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Sections 2(D), 3(H), 3(S)-(T), 5(G)-(I), 6(F)-(I) and 13 shall survive the expiration or termination of this Agreement.

30. CONFLICTING TERMS OR CONDITIONS:

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

31. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence of, such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

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35. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

36. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
(3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

CAPELLA UNIVERSITY, LLC:

By: Jody Neuman-Ramlie _____ Date: 8/20/2026
Associate Dean

By: Theresa Kascsak _____ Date: 8/21/2026
Assistant Dean, Department of Counselor Education and Family Therapy

APPROVED
By SEI Legal at 3:48 pm, Aug 07, 2026

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Emi Botzler-Rodgers, Behavioral Health Director
(*Pursuant to the authority granted by the Humboldt County Board of Supervisors on _____ __, 2026 [Item No. _-__]*)

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Oakley, Jennifer Digitally signed by Oakley, Jennifer Date: 2026.08.25 13:14:02 -07'00' _____ Date: 8/25/2026
Risk Management

LIST OF EXHIBITS:

Exhibit A – Clinical Experience Placement List

Docusign Envelope ID: C2D8E542-6E4B-82E8-83FE-319990DC81D7

EXHIBIT A
CLINICAL EXPERIENCE PLACEMENT LIST
Capella University, LLC
For Fiscal Year 2026-2027

Adult Behavioral Health Services

Site-Based Learning experiences may include placement within COUNTY's Adult Protective Services and In-Home Supportive Services programs, as well as fieldwork within the Older Adult's Behavioral Health program, including, without limitation, solution-focused talk therapy and needs assessments for severely disabled adults.

Learning outcomes for students participating in supervised clinical experiences for UNIVERSITY's marriage and family therapy program, include, without limitation, all of the following:

- Ability to effectively integrate and apply research and theories in the practice of solution-focused talk therapy, including individual and systemic theories.
- Demonstrated knowledge of culturally and ethnically sensitive matters in a variety of settings while integrating concepts of social justice.
- Demonstrated systemic perspective on the application of clinical services in the field of solution-focused talk therapy.
- Comprehension and application of the American Association for Marriage and Family Therapy Code of Ethics.
- Alignment with systemic clinical practice in accordance with state and national standards.