

Purdue University Global

Standard Affiliation Agreement

(Form last revised June 2024)

Student Affiliation Agreement Instructions

The affiliation agreement document must be fully complete and submitted as one document in order to be approved.

Page 2: Insert the facility name in the document title

Insert the facility name and full mailing address in the first paragraph

Item B – Insert the state

Page 9: Insert the facility name and mailing address in “If to site”

If the site requests a copy of the agreement be sent to more than one location, insert the additional name and address in “with a copy to”

Page 12: Insert the name of the site in the “site” field

Have the representative of the site sign in the blank space next to “by”
Insert the name and title of the individual signing the agreement below the signature

AFFILIATION AGREEMENT

BY AND BETWEEN

COUNTY OF TULARE AND PURDUE UNIVERSITY GLOBAL, INC.

This Affiliation Agreement (hereafter referred to as “**Agreement**”) is effective as of Upon Board signature (the “**Effective Date**”) by and between Tulare County Public Health , located at 5957 S Mooney Blvd. Visali , California (hereinafter referred to as “**Site**”) and Purdue Global, an Indiana nonprofit, public university, headquartered at 2550 Northwestern Ave, Suite 1100, West Lafayette, IN 47906 (hereinafter referred to as “**School**”).

RECITALS

A. School is an accredited institution of higher education, and is recognized as the “**Sponsoring Institution**” with ultimate academic responsibility for multiple structured educational experiences in the Health Sciences, Nursing, and Psychology fields designed to conform to the Educational Requirements of a particular specialty/subspecialty in the field (the “**Programs**”).

B. Site operates a medical or counseling practice or other facility licensed in the State of California (“**State**”) that, pursuant to this Agreement, is agreeing to provide experiences or educational assignments and rotations for Students.

C. It has been determined that it is in the best interest of School’s students (“**Students**”) that the Site’s facilities be used to provide the requisite Clinical, Externship, Practicum, or similar experience (the “**Experience**”), for the Students enrolled in the Program(s) for the Students’ education, and School and Site agree to coordinate schedules as necessary for Students to receive the requisite training.

D. Site has agreed to provide the Students, subject to the terms and conditions of this Agreement, with the appropriate Experience at the Site’s facilities.

E. This Agreement is intended, in part, to satisfy the standards set forth in applicable accreditation and other regulatory requirements.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RESPONSIBILITIES OF SCHOOL. School shall be responsible for the overall direction of the Program(s) and for enforcement of all applicable requirements of any governmental authority or applicable accrediting body (collectively, the “**Educational Requirements**”). School shall retain ultimate authority with respect to all educational aspects of

the Program(s) and shall be responsible for the development and implementation of the educational curriculum for the Program. School's specific responsibilities shall include:

- A. Overall orientation of Student(s) to the appropriate Program and its requirements and expectations;
- B. Provision of classroom theory and practical instruction to Students prior to their assignment to the Site;
- C. Continuing oral and written communication with Site regarding Student performance and evaluation, absences and assignment of Students;
- D. Provision of educational requirements and required documentation, including any required evaluation forms, to the Site;
- E. Advising all Students that while participating in the Experience and while they are present at Site's facilities, they must comply with the policies, rules, regulations and procedures of the Site. Site shall provide orientation to and copies of such rules, regulations and policies to the Students who participate in the Program at Site; and
- F. Advising all Students that they must be prepared to provide Site with written verification of applicable immunization and diagnostic tests conducted in compliance with Site's health policy and an overall health status report listing physical limitations, if any, and any other pertinent information in order to participate in the Experience.

2. RESPONSIBILITIES OF SITE. Site shall have the following responsibilities:

- A. Provide orientation to Site for each Student assigned, which instructs each Student with regard to his/her institutional responsibilities and safety requirements while assigned to Site for the Experience;
- B. Provide qualified professionals to be directly responsible for the supervision and instruction of the Students during the Experience at Site;
- C. Provide supervisor credentials to the School and obtain approval from the School prior to instructing for the applicable programs;
- D. Provide all reasonable accommodations necessary for the Experience, satisfy the applicable Educational Requirements and ensure appropriate supervision for the applicable programs, subject to review and approval as to educational issues by School;

- E. Assist School in the evaluation of each Program Participant's performance in the Experience by completing the School's evaluation forms, where required as part of the Program;
- F. If the performance of a Student is at any time considered to be unsatisfactory or unprofessional, immediately notify and provide documentation of such performance to School. A plan for corrective action will be determined by the School, in consultation with Site. In addition, Site may remove any Student from an assignment if Site determines in its reasonable discretion that such removal is reasonably necessary for patient and/or Site staff safety, or to comply with any applicable Educational Requirements; and
- G. Maintain all necessary licenses for the operation of Site and notify School of the results of any accreditation, licensing or certification which is probationary or in which approval is denied or removed.

3. HIPAA REGULATION. [MAY BE REMOVED FOR INTERNATIONAL SITES. If removed, replace with "Intentionally Omitted" in order to keep Section numbers consistent with references in the rest of the document] The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "**HIPAA Requirements**". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d, other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. The parties hereby acknowledge that the services being provided to the Site by the School pursuant to this Agreement are not intended to create a "Business Associate" relationship as that term is defined in 45 CFR § 160.103.

School shall direct Students to comply with the policies and procedures of Site, including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining Students' role in relation to the use and disclosure of Site's protected health information, Students shall be deemed members of Site's workforce, as that term is defined by 45 C.F.R 160.103, when engaged in activities pursuant to this Agreement. Students are not, however, and shall not, for any purpose, be considered employees of Site or School.

4. PERFORMANCE OF SERVICES. The number and level of training of Students to be assigned to Site for the Experience shall be mutually agreed upon by the Parties. . Programs requiring compensation to Students require special approval by School, and shall not be commenced without prior written approval from the authorized officer at School..

5. INTERN EMPLOYMENT STATUS. The parties expressly understand and agree that the Students enrolled in the Experience are in attendance for educational purposes only, and are not considered Site employees or SCHOOL employees for any purposes, including, but not limited to, compensation for services, welfare and pension benefits. Students will participate in the Experience in exchange for course credit and/or externship hours, with the understanding that participation in the Experience is not a guarantee of employment with the Site and does not confer any employment rights to the Students.

6. OSHA COMPLIANCE. [MAY BE REMOVED FOR INTERNATIONAL SITES. If removed, replace with “Intentionally Omitted” in order to keep Section numbers consistent with references in the rest of the document] School shall be responsible for instructing Students participating in any Experience at Site to comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time. School shall provide all Students with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the Student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

7. BACKGROUND VERIFICATIONS. If required by applicable accreditation organizations, state or federal law, or by Site, and at Site’s request, School shall conduct a background check on each Student assigned to the Experience, prior to participation at the Site. To the extent permitted by law, School shall provide Site with applicable documentation certifying that a Participant has completed the applicable background check. Background check will include, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) a check of the national sex offender registry and (3) evidence that the Student is not ineligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list. If additional background check information is requested by Site, then Student is responsible for cost of additional background check. The School will not release background check information to Site without a signed release from the Student that is the subject of the check.

8. CLINICAL SUPERVISION. All clinical aspects of a Student's Experience shall be under the direct supervision of an approved supervisor or staff member, and such supervision shall be provided in compliance with all applicable laws, rules and regulations. Supervision shall be by an experienced and qualified employee in the field. Student Experiences are to be of an educational and training nature with the understanding that such Experiences are not to be construed as a substitute for the services of an employee of Site. As a result, Site agrees to maintain appropriate staffing levels at the facility and will not substitute student externs to handle paid staff responsibilities. For some programs, School faculty members may attend the site for supervising the educational aspects of Students' experiences at Site. Although School is responsible for the overall direction and administration of the Program, School does not provide patient care and, as such, shall have no responsibility or liability for patient care or for supervision of Students providing patient care.

9. INSURANCE. School and Site shall secure and maintain at all times during the Term (as defined in **Section 11** below), at their respective sole expense, commercial general liability insurance covering themselves and their respective agents and employees. Such coverage provided by School and Site may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. Each Party shall provide the other written notice of material changes or cancellation of the policy within fifteen (15) days of the insured's receipt of notice from the insurance company. Such coverage shall be primary and non-contributory. Upon either party's reasonable request, the other party shall provide a certificate of insurance evidencing such coverage.

School and Site shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective agents and employees. Such coverage provided by School and Site may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee

School shall secure and maintain at all times during the Term, at their sole expense, professional liability insurance (medical malpractice) covering their respective employees and agents. School's professional liability insurance shall provide for coverage of Students providing services to Site pursuant to this Agreement. Such coverage may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. Notwithstanding the foregoing, all of School's nursing program students are required to purchase individual professional liability coverage.

10. RECORDS. All records pertaining to professional services rendered by Students to Site's patients or clients shall remain the sole property, and in the custody, of Site.

11. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.

- A.** In performing its respective obligations under this Agreement and the activities contemplated hereby, each Party and its respective officers, directors, employees, agents, subcontractors and independent contractors will comply fully with all applicable federal and state laws, rules and regulations including but not limited to the Family Educational Rights and Privacy Act (FERPA). Parties shall release no student education records absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- B.** In the event of a change in applicable federal and state statutes, case law, regulations or general instructions, the interpretation of any of the foregoing or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform its services under this Agreement, or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement that complies with such changed or adopted law, regulation or policy in a manner which approximates, as closely as possible, the position of the Parties prior to the change. If the Parties hereto acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date sixty days (60) days subsequent to the date upon which any Party gives written notice to the other Party, or the effective date upon which the legislature, regulatory or administrative change prohibits the relationship of the Parties pursuant to this Agreement.

12. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and shall terminate on December 31, 2028 (the "**Term**"), unless terminated earlier as follows:

- A.** The parties may terminate this Agreement at any time by mutual written consent and such termination shall be effective upon the date stated in the consent.
- B.** Either party may terminate this Agreement without cause at any time upon not less than ninety (90) calendar days prior written notice.

- C. This Agreement may be immediately terminated if (i) School's licenses, accreditations or certifications required to operate the Program are terminated or revoked or any material disciplinary action is taken against School by an accreditation or regulatory agency or (ii) Site's licenses, accreditations or certifications required to operate Site are terminated or revoked or any material disciplinary action is taken against Site by an accreditation or regulatory agency.
- D. Either party shall have the right to terminate this Agreement for cause, upon not less than thirty (30) days notice upon the violation by another party of any material provision of this Agreement provided that, following receipt of written notice by the other party specifying such violation with reasonable particularity, such violation is not cured prior to the effective date of termination stated in such notice.
- E. Notwithstanding anything contained herein to the contrary, other than pursuant to 11(C) above, the termination of this Agreement shall not be effective with regard to Students participating, at the time of such termination, in an Experience until all such Students have completed or otherwise discontinued participation in such Experience.

13. CONFIDENTIALITY. Each party hereto recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, such party may have access to certain information of the other party that is confidential as a result of not being generally known to the public and constitutes valuable, special and unique property of such other party that provides value to such Party by reason of its confidentiality ("**Confidential Information**"). Each party agrees that it will not, and it shall instruct its respective employees and agents to not, at any time (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without the express prior written consent of the other party, except in connection with the performance of duties hereunder, any Confidential Information, including, without limitation, information which concerns patients, Students, costs, or treatment methods and which is not otherwise available to the public.

Except for disclosure to their respective legal counsel, accountant or financial advisors, neither party shall, and each party shall instruct its respective employees and agents to not, disclose the terms of this Agreement to any person, unless disclosure thereof is required by Educational Requirements, by law, or otherwise authorized by this Agreement or consented to by the parties in writing.

As used throughout this Agreement, the term "Confidential Information" shall not include any information which is or becomes part of the public domain other than due to a breach of this Agreement by the party obligated hereunder to maintain its confidentiality.

14. NOTICES. All notices and other communications required hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt

requested, by overnight courier, or by electronic mail, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three business days after being deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Purdue University Office of Legal Counsel
Hovde Hall, Room 230
610 Purdue Mall
West Lafayette, Indiana 47907
Attn: Purdue Global Contracts
Email: legalcounsel@purdue.edu

If to Site: Tulare County HHSA Public Health Branch
Visalia Health Clinic
5957 S. Mooney Blvd. Visalia, California 93277
Attention John Pomaski 559-624-8046

with a copy to: Site Legal Counsel at
2900 W Burrell Avenue Visalia, California 93291
Attention Jennifer Flores
559-636-4950 Facsimile 559-737-4319

or to such other persons or places as either party may from time to time designate by written notice to the other.

15. INDEPENDENT CONTRACTOR RELATIONSHIP. No party hereto shall have the right to bind the other, to transact any business in any other party's name, or to make any promises or representations on behalf of any other party. The parties expressly agree that the nature of their relationship is that of independent contractors, and not that of employer and employee, partners, joint venturers, or any other relationship. In no event shall any party be liable for the debts or obligations of any other party hereto.

Furthermore, each Student who is placed at the Site as part of the Internship Program is receiving education as part of his/her academic curriculum. Duties performed by a Student are not performed as a Site employee but rather in fulfillment of the academic requirements of his/her educational experience and are performed under field supervision by Site personnel. School acknowledges that nothing in this Agreement shall be construed to confer any right upon the School or School Personnel to participate in, control, or direct Site operations. As the School is not the Site's

employee, the School is responsible for paying all required state and federal taxes for its employees. In particular, Site will not

- a. Withhold FICA (Social Security) from School's payments.
- b. Make state or federal unemployment insurance contributions on School's behalf.
- c. Withhold state or federal income tax from payments to School.
- d. Make disability insurance contributions on behalf of School.
- e. Obtain unemployment compensation insurance on behalf of School.

Notwithstanding this independent contractor relationship, Site shall have the right to monitor and evaluate the performance of School to ensure compliance with this Agreement

16. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude a Student's effective participation in the Experience.

17. ASSIGNMENT. Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, except no consent is required to the surviving entity in a merger, contribution or consolidation in which it participates or to a purchaser of all or substantially all of its assets, if requested, such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

18. AMENDMENTS. This Agreement may be amended only by written agreement of each of the parties hereto.

19. ENTIRE AGREEMENT; THIRD PARTY BENEFICIARIES. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written. No third parties shall be deemed to be beneficiaries of any provisions of this Agreement.

20. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

21. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

22. SEVERABILITY. If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable. In such event, the parties hereto agree that the court or other authorized entity in the proceeding in which any such provision hereof is determined to be void or unenforceable shall reform the offending provision in such a manner as to cause it, if at all possible, to be valid and enforceable while at the same time accomplishing, as nearly as possible, the parties' original intent in including such provision in this Agreement.

23. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, U.S.A., except to the extent its principles of conflicts of law would result in the application of the law of another jurisdiction.

24. DISPUTE RESOLUTION. The Parties acknowledge and expressly agree to waive any and all rights to a trial by jury for all claims and disputes arising under this Agreement. Any justiciable dispute between the parties shall be determined solely and exclusively under the substantive law of the State of California, U.S.A. by a court of competent jurisdiction in Tulare County, California, or United States District Court for the Eastern District of California, except as pre-empted by or prohibited by 15 USC §1692i, as hereinafter amended from time to time, other federal statutes, or state laws and regulations, including consumer protection laws but excluding general preferred venue rules or laws. Consequential, special, incidental and indirect damages are considered inadequate remedies and are expressly excluded from this Agreement.

25. WAIVER. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

26. FORCE MAJEURE. Neither Party shall be liable to the other party for any interruption, failure, inability, or delay to perform hereunder, if such failure, inability, or delay is due to any cause beyond the reasonable control of the party so failing, including without limitation, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, telecommunications service failure or interruption, equipment failure, industrial or labor dispute, or inability to access necessary supplies, and due diligence is used in curing such cause and in resuming performance.

27. EXCLUSIVITY. This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.

28. PREVAILING LANGUAGE. Should this document be executed in two languages, the English version of this Agreement represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

29. USE OF NAME. Site will not use the name of Purdue Global, nor of any member of Purdue Global's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue Global. Purdue Global will not use the name of Site, or any employee of Site, in any publicity, advertising or news release without the prior written approval of Site.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto, duly authorized, will indicate their acceptance of this Agreement by affixing their signatures to this Agreement.

Purdue University Global, Inc.

Signature: 
Signed by: Dr. Gibson
4B511C481DED484...

Date: 2/24/25

Name: Dr. Andrea Gibson

Title: Associate Dean of Operations

E-mail: Agibson@purdueglobal.edu

Signature: 

Date: 3/11/25

Name: Dr. Melissa Burdi

Title: Dean & Vice President, School of Nursing

E-mail: melissa.burdi@purdueglobal.edu

County of Tulare

Signature:  Date: 4/1/2025

Name: Pete Vander Poel

Title: Chair, Board of Supervisors

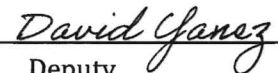
ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By 
Deputy Clerk



Approved as to Form
COUNTY COUNSEL

By 
Deputy
Date: 03/17/2025

Matter # 2025111