



SITE-BASED LEARNING AFFILIATION AGREEMENT

County of El Dorado Agreement #9976

I. Parties to the Site-Based Learning Training Agreement:

This Agreement (the “Agreement”) is made between: Capella University (“Capella”), located at 225 South 6th Street, 9th floor, Minneapolis, MN 55402 and County of El Dorado on behalf of its Health and Human Services Agency (the “Site”) with its primary location of business at 3057 Briw Road, Placerville, California 95667 for the purpose of establishing guidelines for the cooperative provision of internship and practicum experiences at Site for learners enrolled in Social Work degree programs at Capella.

II. Definitions

- A. “Faculty Liaison” is the Capella faculty member supporting the learner(s) in their coursework and provides remote supervision of the learner(s). The Faculty Liaison also is the liaison with the Site Supervisor and Site related to the SBL.
- B. “SBL Coordinator” is the Capella employee who facilitates communication between Capella, learners, the Site, and Site Supervisor during the SBL application review and approval process.
- C. “Site Supervisor” is the Site employee who provides direct supervision of the learner(s). The Site Supervisor has the required credentials or licensure, supervision experience and training, time and commitment to train learners pursuant to this Agreement.
- D. “Site-Based Learning” or “SBL” consists of defined activities required for completion of a Capella degree program and may include practicum and/or internship. This experience gives learners the opportunity to practice skills and utilize the competencies necessary for degree completion.

III. Term and Termination:

This Agreement shall be effective starting July 13, 2026. This Agreement shall automatically renew for additional one (1) year terms. Either party may terminate this Agreement at any time upon sixty (60) days’ notice.

IV. The Parties Mutually Acknowledge and Agree:

- A. To exchange all information needed for review and approval of the learner outcomes, professional activities, experiences to be included, and professional materials to be utilized in the SBL.
- B. The learners will provide professional services (appropriate to their program of study) under the supervision of the Site Supervisor at the Site for a prescribed number of hours per week as part of the SBL.
- C. The Site may terminate a learner SBL at the Site for cause, including for a learner’s violation of Site’s rules of professional conduct.
- D. The learners shall not, at any time, be considered employees of the Site or Capella pursuant to this Agreement. Notwithstanding the previous sentence, learners may be an employee of Site by separate agreement.

V. Capella agrees:

- A. To assign a SBL Coordinator and Faculty Liaison.
- B. To prepare learners for SBL by means of coursework designed to familiarize them with methods and protocol for the SBL, including a SBL course concurrent with the SBL at Site.
- C. To provide the Site Supervisor with Capella's SBL orientation materials, which may include, SBL program information, evaluation forms required to monitor and assess the performance of a learner, and the Faculty Liaison's contact information.
- D. To have the SBL Coordinator maintain contact with the Site Supervisor and Faculty Liaison should any changes be anticipated in relation to this Agreement, or should any disagreements arise between learners and the Site Supervisor (acknowledging that the Site Supervisor has primary authority for all activities of the learners at the Site).
- E. To maintain insurance that meets the following requirements:
 - i. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
 - ii. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - iii. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
- F. To furnish a certificate of insurance satisfactory to the County's Risk Management Division as evidence that the insurance required above is being maintained. The insurance will be issued by an insurance company acceptable to the County's Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Capella agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Capella agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Capella agrees that no work or services shall be performed prior to the giving of such approval. In the event the Capella fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - i. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- ii. Capella's insurance coverage shall be primary insurance as respects the Site, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Site, its officers, officials, employees or volunteers shall be in excess of the Capella's insurance and shall not contribute with it.
- iii. Any deductibles or self-insured retentions must be declared to and approved by the County's Risk Management Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Capella shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- iv. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Site, its officers, officials, employees or volunteers.
- v. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- vi. Capella's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- vii. In the event Capella cannot provide an occurrence policy, Capella shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

VI. The Site agrees:

- A. To provide a copy of the Site Supervisor's resume or curriculum vitae showing relevant experience and a copy of the Site Supervisor's current and active professional license/credential to Capella.
- B. To provide opportunities for learners to engage in a variety of appropriate training activities under supervision of the Site Supervisor to meet Capella's program requirements and sufficient to evaluate a learner's performance in required knowledge and skills areas.
- C. To provide learners with adequate workspace, telephone, office supplies, and staff to conduct professional activities appropriate to the SBL placement.
- D. To provide learners with information about all safety and emergency policies and practices at the Site.
- E. To provide weekly face-to-face or remote supervisory contact in accordance with the state and site requirements, and to meet the minimum number of required supervision hours for each quarter, which includes examination of the learners work via the use of either direct observation, audio/video take, review of case records, or collaborative service delivery (e.g., co-therapy).
- F. To approve a learner's submitted SBL hours on a regular basis.
- G. To complete and submit written evaluation of learners on the quarterly forms provided to the Site by Capella within the stated deadlines.
- H. To have the Site Supervisor maintain regular contact with the Faculty Liaison, to consist of at least

electronic contact at the beginning, middle, and end of the SBL.

- I. To respond to the Faculty Liaison's emails and/or phone calls in a timely manner in order to consult about the learner's progress during the quarter.
- J. To notify the Faculty Liaison promptly when there are any concerns about a learner's performance at the Site.
- K. To notify the Faculty Liaison immediately if there are any changes to a learner's SBL, including dates of placement, hours, activities, supervision, etc.
- L. For learners in Counseling and Family Therapy programs only, to provide learners with the opportunity to use audio or videotapes of their counseling or therapy sessions in supervision meetings at the Site during each quarter, and if taping at the Site is prohibited, live supervision of a learner's counseling or therapy sessions will be provided during each quarter.
- M. Co-Location: The Site is providing this co-location solely for the convenience of the Capella in performing the duties required by this Agreement, and Capella is expected to provide these services consistent with this Agreement regardless of the availability of the co-location.

In addition:

- i. Capella, and learners understand that providing this co-location does not, in any matter, make learners performing these services (unless currently employed by the Site), an employee of the Site or entitled to the rights, duties, or benefits of Site employees.
- ii. The Site shall make available adequate office space that protects both learner and client confidentiality, and the Site shall provide janitorial services for the office space.
- iii. The Site shall ensure that the co-location space includes appropriate notification that the learner is not a Site employee.
- iv. The Site shall provide learner with the annual list of holidays observed by the Site, however, it is intended to be informative only. Learner will not be required to adhere to the Site's holiday schedule.
- v. The Site will ensure any security access fob provided identifies learner as an Intern and not an employee. Learner shall adhere to Exhibit B, marked "Acceptance of Liability for Borrowed Keys/Entry Cards" upon acceptance of security access fob. This document is provided as an example and is incorporated by reference upon request by the Site.
- vi. The Site shall require learners to adhere to the guidelines outlined in "General Network Usage and Access Procedures and Guidelines" located online at:
<https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>
- vii. The Site shall be responsible for retaining originals of referenced forms signed by Capella and learners. The Site shall make signed originals available upon request, and shall be responsible for ensuring appropriate Access Agreements are maintained if updated for subsequent replacement systems.
- viii. Capella and learner shall comply, and work in cooperation with the Site, to ensure that learner

placed through this Agreement complies with the Site's administrative policies, procedures, rules and regulations as provided by the Site, including, but not limited to, the completion and satisfactory passage of the Live Scan criminal background check process conducted through the Site.

- ix. Learner shall conduct themselves in a professional, business-like manner while on the Site's property and while performing the services of this Agreement. If the Site observes learner is not conducting themselves in this way, the Site shall notify Capella of the observed behavior to provide corrective action to the learner to remedy said behavior.

VII. Capella will require learners:

- A. To notify the Faculty Liaison if any changes are made to a learner's SBL, including dates of placement, hours, activities, and on-site supervision.
- B. To follow all relevant policies, procedures, rules, and standards of the Site.
- C. To abide by all rules and regulations in the state in which they are completing SBL.
- D. To be familiar with and uphold the relevant professional ethical guidelines governing all SBL activities.
- E. To participate fully in the SBL course and weekly supervision meetings throughout each quarter.
- F. To submit SBL hours for approval on a weekly basis, or as otherwise required by the learner's program.
- G. To complete and submit all required forms and documents correctly during the quarter by the expected deadlines.
- H. To notify the Faculty Liaison and the Site Supervisor about any changes to the learner's availability at the Site that are different from the work schedule that has been arranged with the Site, or any relevant impairment of competence to perform as expected during SBL, whether the impairment arises from physical, psychological, or other causes.
- I. To notify the Faculty Liaison when an absence of more than 5 days has occurred at the Site.
- J. To notify the Faculty Liaison when on-site supervision is not provided during any week of the quarter.
- K. To participate in additional training and/or education offered or required by the Site, which are required for fulfilling SBL duties, and to be responsible to obtain such additional training and/or education, as deemed necessary by the Site Supervisor and/or Faculty Liaison in order to conduct activities required at the Site in a successful manner.
- L. To represent oneself as a Capella learner at all times during the SBL placement.
- M. To complete all screening procedures, trainings, and checks required by the Site through a third-party vendor, which may include: criminal background check, fingerprinting, physical exam, immunizations, or drug testing.

VIII. Professional Liability Insurance

- A. Professional liability insurance requirements are described in Exhibit A, attached and incorporated herein.

IX. Miscellaneous

- A. Indemnification: Capella agrees to indemnify, defend and hold free and harmless the Site, its officers, employees, agents, and volunteers, against and from any and all third-party liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs arising from or related to the negligence, recklessness or willful misconduct of Capella or any of its employees.

The insurance obligations of Capella and learners are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

- B. Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County of El Dorado (County) Health and Human Services Agency (HHSA) and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the Site directs.

Notices to Contractor shall be addressed as follows:

CAPELLA UNIVERSITY, LLC
225 S 6th Street 9th Floor
Minneapolis, MN 55042
ATTN: Site-Based Learning/Affiliation Agreements
AffiliationAgreements@capella.edu

or to such other location or email as Capella directs.

- C. This Agreement shall be subject to the laws of the State of California without regard to any conflict of laws principles.
- D. Any portion of this Agreement that is deemed to be unenforceable may be severed from the Agreement with the effect of the remaining portions of the Agreement being fully enforceable by the parties.

Site- Based Learning Affiliation Agreement
parties.

- E. Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tammy Chako, Deputy Director, Protective Services, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide Capella with the name, title and email for this designee via notification in accordance with Section IX, B. titled "Notice to Parties" herein.
- F. This Agreement reflects the entire agreement between the parties and supersedes all other agreements, whether oral or written, regarding the subject matter hereof. No part of this Agreement may be amended except by written agreement signed by the parties.
- G. By signing this Agreement, the Site represents and warrants that the person signing this Agreement has the present capacity, power, and authority to execute this Agreement, that Site has read and understands all the terms of this Agreement, that Site has been provided adequate time and opportunity to review this Agreement with Site's own attorney, and that Site agrees to be bound by all terms contained herein.
- H. This Agreement may be executed in counterparts and via facsimile with each part being considered an original and all parts being recognized as one in the same document.
- I. Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

County of El Dorado on behalf of its Health and Human Services Agency ("The Site"):

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Capella University:

Signature: Irene Abrego Nicolet Date: 6/22/2026

Irene Abrego Nicolet
Dean, School of Social & Behavioral Sciences

APPROVED
By SEI Legal at 4:45 pm, Jun 18, 2026

Capella University, LLC
Exhibit A

Capella University Program	Capella Requires Learner to Obtain Professional Liability Insurance?	Learner Professional Liability Coverage Amount
Bachelor of Science (BS) in Psychology – Pre-Counseling	No	n/a
Master of Science (MS) in Addiction Studies/Addiction Counseling	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in Clinical Mental Health Counseling	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in Marriage and Family Therapy	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in School Counseling	Yes	1 million occurrence/1 million aggregate-must cover entire duration of training
Doctor of Philosophy (PhD) in Counselor Education and Supervision	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
All Education Programs	No	n/a
Doctor of Health Administration (DHA)	No	n/a
MS in Human Resource Management	No	n/a
Master of Science in Nursing (MSN) (MSN-FP/ RN-MSN)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
Doctor of Nursing Practice (DNP) (BSN-DNP / DNP Prep)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
BS in Psychology – General Psychology	No	n/a
Graduate Certificate in Psychology – Applied Behavior Analysis	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Applied Behavior Analysis	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Clinical Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Clinical Counseling Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training

MS in Counseling Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Doctor of Psychology (PsyD) in Clinical Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
PsyD in School Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Specialist Certificate in School Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Master of Public Health (MPH)	No	n/a
Doctor of Public Health (DrPH)	No	n/a
Master of Social Work (MSW)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in Human Services	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training

Capella University, LLC
Exhibit B
Acceptance of Liability for Borrowed Keys/Entry Cards

I acknowledge that I am a current student with Capella University, LLC and have been placed in an internship with the County of El Dorado, Health and Human Services Agency (the "Site"), and that the keys/entry cards being borrowed will be used for services per the terms of Practicum Contractual Agreement 9976. The keys/entry cards are the property of the County of El Dorado and will be used only by me. They will not be sold, rented, lent, or given to any other person or group.

I accept full responsibility for the borrowed keys/entry cards and accepts liability for any actions that may be deemed inappropriate or damaging to the County of El Dorado. I shall accept all responsibility and liability for any damages caused by loss of the borrowed keys/entry cards regardless of how or by whom such damage occurred. Upon such an occurrence I agree to pay all expenses associated with rekeying/reprogramming the facility.

I shall notify Site immediately if a key/entry card is lost, stolen, or damaged.

I agree to return the borrowed keys/entry cards to the County of El Dorado if requested, prior to the termination of Agreement 9976, or upon the last effective date of said Agreement and understand/acknowledge that failure to do so will result in being assessed all costs associated with replacing, rekeying, and reprogramming the borrowed keys/entry cards or the facility.

By signing this Exhibit, I acknowledge that I have read and understand this **Acceptance of Liability for Borrowed Keys/Entry Cards** and agree to the terms set forth herein.

Print First and Last Name: _____

Signature: _____

Date: _____