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Contract Number

24-403

SAP Number

### Department of Behavioral Health

<b>Department Contract Representative</b>	Rebecca Lombard
<b>Telephone Number</b>	909-383-3978
<b>Contractor (Private School/Other Institution)</b>	Western University of Health Sciences
<b>Contractor Representative</b>	Sarah Loven
<b>Telephone Number</b>	909-469-5434
<b>Contract Term</b>	07/01/2024 - 06/30/2029
<b>Original Contract Amount</b>	\$0.00
<b>Amendment Amount</b>	\$0.00
<b>Total Contract Amount</b>	\$0.00
<b>Cost Center</b>	N/A

THIS AGREEMENT is entered into by and between San Bernardino County, hereinafter called the County, and Western University of Health Sciences, a private school/other institution, referenced above, hereinafter called School.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WITNESSETH:**

**WHEREAS**, the School has the need of additional facilities for Behavioral Health placement experiences of its students, hereinafter referred to as "Students"; and

**WHEREAS**, the Department of Behavioral Health, hereinafter referred to as "DBH", operates a site which is suitable for the Behavioral Health training of Students; and

**WHEREAS**, it is of mutual benefit to the parties that the Students use the facilities of DBH for their learning experience;

**NOW, THEREFORE**, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

## TABLE OF CONTENTS

I.	DBH OBLIGATIONS.....	3
II.	SCHOOL OBLIGATIONS .....	4
III.	PRIVACY AND SECURITY.....	5
IV.	INSURANCE.....	5
V.	INDEMNIFICATION .....	9
VI.	EMPLOYMENT DISCRIMINATION/HARASSMENT/RETALIATION .....	9
VII.	TERM AND TERMINATION.....	9
VIII.	MODIFICATION.....	9
IX.	GOVERNING LAW .....	9
X.	ASSIGNMENT.....	9
XI.	CONCLUSION .....	11

## I. DBH OBLIGATIONS

### DBH:

1. Will permit access for Students and Instructors to facilities as necessary to participate in required behavioral health field experiences so long as such access does not interfere with the regular activities of DBH.
2. Will designate appropriate personnel to coordinate the Student's behavioral health placement experiences, and inform Students of all applicable policies and regulations of DBH.
3. Will provide, when possible, a reasonable amount of space for Students and Instructors who may be taking part in the placement experiences, including suitable space for lectures, and storage of instructional material, or otherwise specified items.
4. Will permit and encourage employees of DBH to participate in the instructional phase of the placement experiences.
5. When practical, will permit DBH's management or other designated personnel to attend meetings of the School's placement faculty, or any committee thereof, to coordinate the placement experiences provided for under this Agreement.
6. Will provide training and students will be required to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code (WIC), Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations (CFR) Part 2.
7. Will recommend to the School the withdrawal of a student for reasons not limited to: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at DBH, or (b) the behavior of the Student fails to conform to the applicable regulations of DBH.
8. Reserves the right, exercisable in its discretion after consultation with the School, to exclude any student from its facilities in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of DBH.
9. Will conduct exclusion/sanction screenings to comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health programs.
  - a. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
    - i. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
    - ii. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
  - b. DBH shall review students for eligibility against the United States General Services Administration's System of Award Management (SAM) and the OIG's list of Excluded Individuals/Entities (LEIE) respectively to ensure that Ineligible Persons are not employed or

retained to provide services related to this Agreement. DBH shall conduct these reviews before hire or Agreement start date and then no less than once a month thereafter.

- i. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.
  - ii. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
  - c. If the student performs services for Medi-Cal reimbursement, DBH shall review the California Department of Health Care Services Suspended and Ineligible Provider List to ensure student(s) are not Ineligible Persons.
  - d. School acknowledges that Ineligible Persons are precluded from providing Federal and State funded health care services if they are currently sanctioned or excluded by a Federal or State law enforcement regulatory or licensing agency.
10. Will require student to adhere to and complete annual acknowledgements of the DBH Code of Conduct, Conflict of Interest, and Oath of Confidentiality including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.

## II. SCHOOL OBLIGATIONS

The School:

1. Shall perform all of its obligations and responsibilities under this Agreement as an independent contractor. Under no circumstances shall the School, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners, or joint ventures of DBH. The School, its officers, employees, agents, and students shall not be entitled to any benefits, including worker's compensation benefits and health insurance, provided or available to DBH's employees. Each party shall be solely responsible for providing all legally-required benefits.
2. Will designate a faculty member of the School who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by DBH.
3. Will provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for behavioral health placement experiences at DBH shall be subject to the supervision and direction of DBH.
4. Will provide and maintain the records and reports of its Students during their behavioral health placement experiences.
5. Will require every student to conform to all applicable DBH policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the School and DBH.
6. Will warrant that Students have been provided with information and education necessary to enable them to function safely and effectively.
7. In consultation and coordination with DBH, will arrange for periodic conferences between appropriate representatives of the School/Other Institution and DBH to evaluate the Placement Experience Program provided under this Agreement.
8. Will provide for the orientation of students and faculty assigned to DBH.
9. All students participating in the Internship Program are required to follow all applicable County and DBH Policies, procedures, and regulations, and all requirements and restrictions specified jointly

between representative of the School and DBH. A student's violation of any such policies, procedures, or requirements may be grounds for terminating the student's participation in the program.

10. Students assigned to participate in the Internship Program will be required to complete any required background checks pursuant to County Policy No. 07-18 (Background and References Checks); students may also be required to complete a pre-employment physical examination, including drug testing, through the County's Center for Employee Health and Wellness.

### **III. PRIVACY AND SECURITY**

1. School and its faculty and DBH employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8, as may be modified, supplemented and amended from time to time ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (which are known as the HIPAA Privacy and Security Rules, pursuant to the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), as well as requirements included in California Welfare and Institutions Code Section 5328, and 42 C.F.R. Part 2 as applicable. The School will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy. School will inform Students that they are required to comply with all DBH policies and procedures provided to School regarding the confidentiality of patient information and the use of all such information.
2. Reporting Improper Access, Use, or Disclosure of Unsecure PHI and PII  
Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, the School agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. The School shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

### **IV. INSURANCE**

1. School agrees that the County is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any students while said students are on the premises of the County performing any duty under the terms of this Agreement and School agrees to indemnify, defend and hold the County harmless with respect thereto as provided herein.
2. School agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations as set forth in Section III and IV of this Agreement.
3. Students participating in the internship program are not County officers, employees, agents, or volunteers, and as such, the County's worker's compensation benefits will not be extended to the student. The County does not provide professional liability coverage for student interns. All student interns who provide clinical services must be either covered by the School's professional liability insurance or carry their own professional liability insurance with combined single limits of \$1,000,000 and \$2,000,000 in the aggregate.

4. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.
5. Waiver of Subrogation Rights  
School shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the School and School's employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.
6. Policies Primary and Non-Contributory  
All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
7. Severability of Interests  
School agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the School and the County or between the County and any other insured or additional insured under the policy.
8. Proof of Coverage  
School shall furnish Certificates of Insurance to the County Department administering the agreement evidencing the insurance coverage at the time the agreement is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and School shall maintain such insurance from the time School commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the agreement, the School shall furnish a Certificate of Insurance with all endorsements immediately upon request.
9. Acceptability of Insurance Carrier  
Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
10. Deductibles and Self-Insured Retention  
Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
11. Failure to Procure Coverage  
In the event that any policy of insurance required under the agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the School or County payments to the School will be reduced to pay for County purchased insurance.

12. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the agreement. School agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

13. Insurance Specifications

School agrees to provide insurance set forth in accordance with the requirements herein. If the School uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the School agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the agreement services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the School shall secure and maintain throughout the agreement term the following types of insurance with limits as shown:

a. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the School and all risks to such persons under the agreement.

If School has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

b. Commercial/General Liability Insurance

Schools shall carry General Liability Insurance covering all operations performed by or on behalf of the School providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal Injury.
- 6) Contractual liability with ISO General Liability.
- 7) \$2,000,000 general aggregate limit.

c. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the School owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage and personal injury/advertising injury. The coverage shall also apply to automobile liability.

e. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

14. Professional Services Requirements

- a. Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate.

- b. Abuse/Molestation Insurance – The School shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

15. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the agreement’s work. The “claims made” insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after agreement completion.

**V. INDEMNIFICATION**

The School agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The School’s indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

**VI. EMPLOYMENT DISCRIMINATION/HARASSMENT/RETALIATION**

During the term of the Agreement, neither party shall unlawfully harass, discriminate against or retaliate against any student because of race, religion, color, national origin, ancestry, disability (mental and physical), medical condition, genetic information, sex/gender, marital status/registered domestic partner status, age, gender identity/gender expression/sex stereotype/transgender, sexual orientation, and military and veteran status. School shall comply with the applicable provisions of: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**VII. TERM AND TERMINATION**

This Agreement shall be effective July 1, 2024 through June 30, 2029. However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party 30 days advance written notice of its intention to terminate.

Written notice issued pursuant to this Section by DBH shall be sent by registered mail to the School faculty member in charge of the program. Written notice issued pursuant to this Section by the School shall be sent by registered mail to the Director of DBH.

**VIII. MODIFICATION**

This Agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

**IX. GOVERNING LAW**

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in San Bernardino County, if in state court, or in the federal district court nearest to San Bernardino County, if in federal court.

**X. ASSIGNMENT**

The School shall not assign any of the School's rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**XI. CONCLUSION**

This Agreement, consisting of eleven (11) pages is the full and complete document describing the rights and obligations of the parties, including all covenants, conditions and benefits.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

SAN BERNARDINO COUNTY

*Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County  
Deputy



Western University of Health Sciences

(Print or type name of corporation, company, contractor, etc.)  
By *Paula M. Crone*  
SAD1C388DAS1477  
(Authorized signature - sign in blue ink)

Name Paula M. Crone, DO  
(Print or type name of person signing contract)

Title Provost/Chief Academic Officer  
(Print or Type)

Dated: 5/8/2024

Address 309 East Second Street  
Pomona, CA 91766

**FOR COUNTY USE ONLY**

Approved by Legal Form  
*Dawn Martin*  
Dawn Martin, Deputy County Counsel  
Date 5/7/2024

Reviewed for Contract Compliance  
*Ellayna Hoatson*  
Ellayna Hoatson, Contracts Supervisor  
Date 5/8/2024

Reviewed/Approved by Department  
*Georgina Yoshioka*  
Georgina Yoshioka, Director  
Date 5/7/2024