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Contract Number

24-644

SAP Number

### Department of Behavioral Health

<b>Department Contract Representative</b>	Rebecca Lombard
<b>Telephone Number</b>	909-383-3978
<b>Contractor</b>	California State University, Fullerton
<b>Contractor Representative</b>	Angela Warren
<b>Telephone Number</b>	(657) 278-4217
<b>Contract Term</b>	07/09/2024 – 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 the State of California acting through the Trustees of the California State University on behalf of California State University, Fullerton referenced above, hereinafter called School. The parties may be referred to collectively as the "Parties" and singularly as a "Party".

**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:

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## 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 care 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 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/exclustions/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 students 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.

The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5<sup>th</sup> Floor, Long Beach, CA 90802-4210.

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 will be covered by the School's SPLIP ("Student Professional Liability Insurance Program") with combined single limits of \$2,000,000 and \$4,000,000 in the aggregate.

The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a "claims-made" basis for claims which are both made against the Insured during the Policy Period and reported to the Carrier as soon as practicable, but not later than three (3) years after the Policy Period for claims arising from Professional Services which are rendered or incidents which occurred during the Policy Period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU. Affiliate institutions to whom the School is obligated by written agreement to provide such coverage are included as additional insureds.

Coverage includes General, Professional, & Educator's Errors and Omissions Liability. Coverage limits are two million (\$2,000,000) each loss and four million (\$4,000,000) aggregate for all Covered Parties, and not per student.

4. Each Party shall require the carriers of required coverages to waive all rights of subrogation against the other Party, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the insured Party and its employees or agents from waiving the right of subrogation prior to a loss or claim. Each Party hereby waives all rights of subrogation against the other Party.
5. Additional Insured – All policies, except for the Workers' Compensation, and Errors and Omissions 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. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
6. County shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such

professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. County shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. County shall provide School with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to School. County shall promptly notify School of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## **V. INDEMNIFICATION**

1. The School agrees to defend all claims of loss, and indemnify, and hold harmless the County and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the School or its employees, agents or volunteers in the performance of this Agreement.
2. The County agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the County or its employees, agents or volunteers in the performance of this Agreement.
3. In the event that School or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the School and/or County shall indemnify the other to the extent of its comparative fault.
4. The Parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying Party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying Party's expense in defending the claim; and (b) the indemnifying Party will not settle any indemnifiable claim without the indemnified Party's prior written consent to the extent such settlement requires the indemnified Party to admit any liability or pay any amount not reimbursed by the indemnifying party. The Parties' indemnification obligations provided herein survive expiration or termination of this Agreement.

## **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, ethnicity (including color, caste or ancestry), 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/gender information, sexual orientation, Religion (or Religious Creed), 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 9, 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. However, in no event shall termination take effect with respect to currently enrolled student(s), who shall be permitted to complete their training for any semester in which termination would otherwise occur, unless the student(s) are not in compliance with DBH's student internship program requirements under this Agreement.

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 Orange 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 nine (9) 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: JUL - 9 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monet  
Clerk of the Board of Supervisors  
of San Bernardino County  
Deputy

California State University, Fullerton

(Print or type name of corporation, company, contractor, etc.)

By

*Angela Warren, Buyer III*

(Authorized signature - sign in blue ink)

Name Angela Warren

(Print or type name of person signing contract)

Title Buyer III

(Print or Type)

Dated: 6/27/2024

Address 2600 E. Nutwood Ave., Suite 300

Fullerton, CA 92831

**FOR COUNTY USE ONLY**

Approved as to Legal Form

*Dawn Martin*

Dawn Martin, Deputy County Counsel

Date 6/27/2024

Reviewed as to Contract Compliance

*Ellayna Hoatson*

Ellayna Hoatson, Contracts Supervisor

Date 6/27/2024

Reviewed/Approved by Department

*Georgina Yoshioka*

Georgina Yoshioka, Director

Date 6/27/2024