



Contract Number

SAP Number  
NON-FINANCIAL

## Department of Aging and Adult Services- Public Guardian

<b>Department Contract Representative</b>	Diane Ettari
<b>Telephone Number</b>	909-838-1304
<b>Contractor</b>	Grand Canyon University
<b>Contractor Representative</b>	Alicia Burns, Ed.D., Assistant Vice President ABSN Operations CONHCP/CHSS/CCOB/COT Office of Field Experience
<b>Telephone Number</b>	602-639-8401
<b>Contract Term</b>	March 11, 2025 through March 10, 2026
<b>Original Contract Amount</b>	Non-Financial
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	Non-Financial
<b>Cost Center</b>	N/A
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, Grand Canyon University School of Humanities and Social Sciences, hereafter referred to as "GCU," has established approved Clinical Programs of special training covered by this Contract, hereinafter referred to as the "Program," and

**WHEREAS**, the Program requires facilities where students can obtain the field experience and student training in counseling and social work required in the curriculum; and

**WHEREAS**, the San Bernardino County Department of Aging and Adult Services – Public Guardian, hereafter referred to as the "County," has appropriate facilities for such field experience and student training in counseling and social work; and

**WHEREAS**, GCU finds the County facilities adequate to provide for field experience and student training and the County is willing to permit students free access to such facilities for field experience and student training in a manner which is mutually beneficial to students and the County;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

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## **I. COUNTY RESPONSIBILITIES**

COUNTY shall:

- A. Furnish and permit free access to appropriate facilities for each student and instructor who is designated by the GCU, pursuant to Paragraph II.A. below, for field experience and training in counseling and social work at the County's San Bernardino location.
- B. Furnish appropriate field facilities, in such manner that there will be no conflict in the use thereof between the GCU's students and students from other educational institutions, if any.
- C. Maintain the facilities used for the field experience in such manner that said facilities are available to the students and instructors when needed.
- D. Designate appropriate personnel to coordinate and supervise GCU students and personnel, at all times, while participating in field experience and training in counseling and social work.
- E. Provide GCU instructors who may be taking part in the training, the following facilities if needed: necessary desks, chairs, suitable space for lectures, and storage of instructional material, or otherwise specified items.
- F. Permit and encourage employees of the County to participate in the instructional phase of the field training.
- G. Agree to facilitate and supervise the student conducted video recording. The video will be kept in a file marked "confidential" and placed in a secured location. The video will be destroyed by students within 90 days of the class ending in accordance with accepted counseling confidentiality and legal practices. These recordings will be used to aid in the growth of counseling knowledge and skills and will be used for classroom learning only. These video recordings will only feature the student; however, the audio portion will include all participants in the session. County understands that Zoom will be used to record counseling sessions and meets HIPAA and FERPA confidentiality standards. County understand that the counseling intern will not disclose any information that may identify the students/clients.
- H. Not permit video recording for any clients under conservatorship and must receive written consent from all other clients before any student conducted video recording can occur.
- I. When practical, permit the County's management or other designated personnel to attend meetings of GCU's field faculty, or any committee thereof, to coordinate the field experience program provided for under this agreement.
- J. Have the right, after consultation with GCU, to refuse to accept for further field experience any of GCU's students who in the County's judgment are not participating satisfactorily in said field experience.
- K. Recommend to the GCU the withdrawal of a student for reasons not limited to: (a) the achievement, progress, or adjustment of the student does not warrant a continuation at the facility, or (b) the behavior of the student fails to conform to the applicable regulations of the County.
- L. Reserve the right, exercisable in its discretion after consultation with GCU, to exclude any student from its facilities in the event that such person's conduct is deemed objectionable or detrimental, having in mind the proper administration of said facilities.
- M. Provide any additional applicable rules, not covered by this agreement, to GCU.

## **II. GCU RESPONSIBILITIES**

GCU shall:

- A. Designate the students who are enrolled in GCU's College of Humanities and Social Sciences Program to be assigned for field experience at the County in such numbers as are mutually agreed to by both parties.

- B. Establish a plan for the field experience by mutual agreement between the County's management and GCU's Counseling and Social Work Program Field Coordinator or their duly authorized representative.
- C. Supervise all instruction and field experience given at the County to the assigned students and provide the necessary GCU field instructors for the Counseling and Social Work Program under this agreement.
- D. Keep all attendance and academic records of students participating in the Counseling and Social Work Program.
- E. Advise the County in writing of the names of the students who are in the Counseling and Social Work Program.
- F. Require every student to conform to all applicable County policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of GCU and the County.
- G. Require GCU field instructors to notify the County in advance of:
  - 1. Student placement schedules.
  - 2. Placement of students in field assignments.
  - 3. Changes in field assignments.
- H. Plan for the field experience to be provided to students under this agreement in consultation and coordination with the County.
- I. Arrange for periodic conferences between appropriate representatives of GCU and the County to evaluate the field experience provided under this agreement.
- J. Provide and be responsible for the care and control of GCU's education supplies, materials, and equipment used for instruction during said program.
- K. Provide for the orientation of students and faculty assigned to the County.
- L. GCU will require each student to purchase and provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim and \$3,000,000 aggregate to GCU and the County and agree to the waiver of subrogation.
- M. Obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered training, employment, internship, or volunteer services for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, and dependent adults, as provided for in Penal Code section 11105.3 prior to providing any services or receiving any training. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct GCU to take action to deny/terminate training, employment, internship or volunteer services where the records show the person is unsuitable for training, employment, internship, or volunteer services.
- N. Notify the County of any student, instructor, intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. GCU shall investigate all incidents where a student, instructor, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct GCU to take action to either deny/terminate training, employment, internship or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for training, employment, internship, or volunteer services.
- O. Immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, student, intern, or volunteer staff, when such information becomes known to GCU.
- P. Comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the agreement and shall procure

all licenses and pay all fees and other charges required thereby. GCU shall maintain all required licenses during the term of this agreement. Failure to comply with the provisions of this section may result in immediate termination of this agreement.

- Q. Develop and maintain internal policies and procedures to assure Civil Rights compliance outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the agreement. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. GCU shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, GCU shall submit to the County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
- R. Agree to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- S. In the event of any contract dispute hereunder, each Party to this agreement shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

### III. MUTUAL RESPONSIBILITIES

COUNTY and GCU shall:

- A. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. Establish mutually satisfactory methods for problem resolution at the lowest possible level, with a procedure to mobilize problem resolution up through the County and GCU mutual chain of command, as deemed necessary.
- C. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties.
- D. Protect the students' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and any applicable policy of the parties. To the extent permitted by law, the parties may share information from students' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.
- E. Comply with the provisions of applicable sections of the Welfare and Institutions code, the California Education Code, and/or any other appropriate statute or requirement to assure that:
  - 1. All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
  - 2. No person will photograph, record, publish, disclose, or use, or permit or cause to be published, disclosed or used, any confidential information pertaining to participants receiving services.
  - 3. GCU will ensure students complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov), within 30 days of the start date of this agreement or within 30 days of the start date of any new student. Contractor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.

4. GCU will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the County and after the work with the County has concluded. All information obtained from patients, their records, or computerized data is to be held in confidence and no copies of patient records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation, or order. Failure to comply will result in the immediate termination of the agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty they not identify patients in papers, reports or case studies without first obtaining permission of the County and the patient, utilizing the patient confidentiality policies and procedures of the County.

#### **IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

GCU shall comply with the following indemnification and insurance requirements:

- A. Indemnification – GCU agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless County, and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any employee or agent of GCU and for any costs or expenses incurred by the County on account of any such claim except where such indemnification is prohibited by law. This indemnification provision shall apply to the extent of the degree of fault of indemnities. The GCU indemnification obligation does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
- B. Additional Insured – General Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured 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.
- C. Waiver of Subrogation Rights – GCU 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 GCU or GCU students and employees or agents from waiving the right of subrogation prior to a loss or claim. GCU hereby waives all rights of subrogation against the County.
- D. 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.
- E. Severability of Interests – GCU 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 GCU and the County or between the County and any other insured or additional insured under the policy.
- F. Proof of Coverage – GCU shall furnish Certificates of Insurance to the County evidencing the insurance coverage, including endorsements, as required, 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 County, and GCU shall maintain such insurance from the time GCU commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, GCU shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- G. 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".

- H. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- I. Failure to Procure Coverage – In the event that any policy of insurance required under this 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 GCU.
- J. 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 this agreement. Contractor 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.

- K. Insurance Specifications – GCU agrees to provide insurance set forth in accordance with the requirements herein. If GCU uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, GCU agrees to amend, supplement or endorse the existing coverage to do so.

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

1. Commercial/General Liability Insurance – GCU shall carry General Liability Insurance covering all operations performed by or on behalf of GCU 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:
  - Premises operations and mobile equipment.
  - Products and completed operations.
  - Broad form property damage (including completed operations).
  - Explosion, collapse and underground hazards.
  - Personal injury.
  - Contractual liability.
  - \$2,000,000 general aggregate limit.
2. 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 GCU is transporting one (1) or more nonemployee passengers in performance of agreed services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

3. 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, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
4. Professional Liability – GCU shall require student(s) to maintain Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

## **V. FISCAL PROVISIONS**

There shall be no financial remuneration to or from either party for the term of this agreement.

## **VI. TERM**

This contract is effective as of March 11, 2025, and expires on March 10, 2026, unless mutually terminated earlier in accordance with provisions of Section VII of this agreement. The Contract term may be extended for four (4) additional one (1) year periods by mutual agreement of the parties.

## **VII. EARLY TERMINATION**

This agreement may be terminated without cause. Both parties agree to provide termination notification as far in advance as possible, but either party may terminate at any time and for any reason upon thirty (30) days advance written notice to the other party. The DAAS-PG Director or his/her designee, is authorized to exercise the County's rights with respect to any termination of this agreement. GCU's Governing Body, or its designee, has authority to terminate this agreement on behalf of GCU; provided further, however, that any such termination by the County shall not be effective, at the election of GCU, as to any student who, at the date of mailing of said notice by the County was participating in said program, until such student has completed the program for the then current academic year.

## **VIII. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of this document shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the agreement, unless specifically allowed in the agreement, shall be valid only when they have been reduced to writing, duly signed, and approved by the Authorized Representatives of both parties as an amendment to this agreement.
- C. The parties agree to abide by all applicable state, federal, local laws, and regulatory requirements.
- D. All written notices provided for in this agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
Department of Aging and Adult Services-  
Public Guardian  
686 E. Mill Street  
San Bernardino, CA 92415

Grand Canyon University  
3300 Camelback Road  
Phoenix, AZ 85017  
Attn: CHSS-OFE  
With a copy to:



Alicia Burns, Ed.D., Assistant Vice President  
ABSN Operations  
CONHCP/CHSS/CCOB/COT  
Office of Field Experience

- E. Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

**IX. CONCLUSION**

- A. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
- B. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Grand Canyon University

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Sherman Elliott, Ed.D.  
(Print or type name of person signing contract)

Title Dean and Professor, CHSS  
(Print or Type)

Dated: \_\_\_\_\_

Address 3300 Camelback Road  
Phoenix, AZ 85017

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►  
Jacqueline Carey-Wilson, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Patty Steven, Contracts Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
Sharon Nevins, Director  
Date \_\_\_\_\_