



Contract Number

SAP Number

Department of Behavioral Health

Department Contract Representative	_____
Telephone Number	_____
Contractor	_____
Contractor Representative	_____
Telephone Number	_____
Contract Term	Date of Execution through December 31, 2029
Original Contract Amount	_____
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	_____
Grant Number (If applicable)	_____

THIS AGREEMENT is entered into by and between San Bernardino County, hereinafter called the County, and (), a public school, 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:

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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.
 - a. Students will be required to adhere to DBH's Sound and Photographic Recordings Policy (COM0922) to ensure safeguarding of client Protected Health Information (PHI) including the requirement to use only DBH issued devices for recording and replaying client sessions and destruction/deletion of recordings immediately after use but not later than 60 days from date of recording.
3. Will permit and encourage employees of DBH to participate in the instructional phase of the placement experiences.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 <https://sam.gov/content/exclusions>.
 - ii. LEIE can be accessed at <https://exclusions.oig.hhs.gov/>.
 - 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 (Medi-Cal S&I List) to ensure student(s) are not Ineligible Persons.
 - i. Medi-Cal S&I List can be accessed at <https://mcweb.apps.prd.cammis.medi-cal.ca.gov/references/sandi>
 - 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.
9. 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.
- a. Students must sign the DBH Oath of Confidentiality, Conflict of Interest and Code of Conduct prior to initial contact with DBH clients.

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 warrant that Students have been provided with information and education necessary to enable them to function safely and effectively.

6. 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.
7. 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 the 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.
8. 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 Personally Identifiable Information (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 V 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. 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, 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. 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.

V. INDEMNIFICATION

1. School shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, agents, and Students.
2. County shall indemnify and hold School, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
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, 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 Date of Execution through December 31, 2029. However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party thirty (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 eight (8) 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
DEPARTMENT OF BEHAVIORAL HEALTH

▶


Dr. Georgina Yoshioka, Director

Dated: _____

**APPROVED AS TO LEGAL FORM
COUNTY COUNSEL**

By _____, County Counsel

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

By  _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address