

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
245910

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	<u>(909) 387-0640</u>
Contractor	<u>California Baptist University</u>
Contractor Representative	<u>Mark Howe</u>
Telephone Number	<u>(951) 689-5771</u>
Contract Term	<u>10/01/2023 through 09/30/2026</u>
Original Contract Amount	<u>-----</u>
Amendment Amount	<u>-----</u>
Total Contract Amount	<u>-----</u>
Cost Center	<u>4429101000</u>

This non-financial Agreement provides for cooperation between the San Bernardino County (County) Sheriff/Coroner/Public Administrator (Department), through its Community Services and Reentry Division (CSR), and California Baptist University (CBU). Under the terms of the Agreement, the Department will provide students currently enrolled in the Master of Counseling Psychology (MCP) Program at CBU with supervision, training, and field experience in education programs provided to client-inmates at the County's detention facilities. These programs will include trauma recovery, family relations, health and nutrition, marriage and family support services, and social work.

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p><u>Grace B. Parsons</u> Grace B. Parsons, Deputy County Counsel</p> <p>Date <u>06/17/2024</u></p>	<p>Reviewed for Contract Compliance</p> <p>_____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p><u>Kelly Welty</u> Kelly Welty, Chief Deputy Director of Sheriff's Administration</p> <p>Date <u>6/17/24</u></p>
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PRACTICUM SITE AGREEMENT
California Baptist University
Master of Counseling Psychology Program

This Practicum Site Agreement (Agreement) is entered into this 1st day of October 2023, by and between California Baptist University (CBU), through its Master of Counseling Psychology (MCP) Program, and the San Bernardino County (County) Sheriff/Coroner/Public Administrator's Department (Sheriff), Community Service and Reentry Division (Practicum Provider), for a period of three years. CBU and Practicum Provider are each a "Party" and are collectively referred to herein as the "Parties."

1. INTER-INSTITUTIONAL APPLICATION

In order to facilitate clinical training experience opportunities, this Agreement is intended to govern the relationship between CBU and Practicum Provider with respect to Master of Counseling Psychology – Marriage and Family Therapist (MFT) students (Student) from CBU involved in a "clinical trainee" experience arrangement with the Practicum Provider.

2. GENERAL CONSIDERATIONS

- 2.1 The practicum experience is a cooperative program between CBU and approved practicum sites. The Practicum Providers provide clients, supervision, facilities, and instruction that help Students acquire the skills and knowledge needed in their chosen field of study or occupation.
- 2.2 This Agreement is for the three-year period agreed upon between the Practicum Provider and CBU. Termination of employment of a Student or Supervisor (as defined in Section 3.1 herein) or of this Agreement must take into account the clinical necessity of an appropriate termination or transfer of psychotherapeutic clients. This Agreement assumes that if there is an early termination of this Agreement such a decision must include prior consultation with the MCP Director of Clinical Training (DCT) (as defined in Section 4.1 herein) and/or the CBU Program Director. Termination of this Agreement with cause shall be in accordance with the academic policies of CBU or the employment or volunteer policies of the Practicum Provider.
- 2.3 Students participating in the Program at the Practicum Provider's sites are not officers, employees, agents, or volunteers of the Practicum Provider and, as such, the County's workers' compensation benefits will not be extended to Students.
- 2.4 Background Checks: The Sheriff will perform background checks on Students and CBU's employees, agents, or volunteers (Personnel) as a condition of granting them access to the Sheriff's detention facilities. Sheriff shall have the sole discretion to determine security acceptability of all Students and CBU's personnel at any time during the term of this Agreement. Students and CBU's Personnel found to be unacceptable security risks will be denied access to Sheriff's detention facilities. All Students and CBU's Personnel will be required to wear identification badges while at Sheriff's facilities.
- 2.5 Copyright: County shall have a royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright, or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Agreement including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Agreement shall acknowledge the County as Partner Agency and CBU as the creator of the publication. No such materials, or properties produced in whole or in part under this Agreement, shall be subject to private use, copyright, or patent right by CBU in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals assembled pursuant to this Agreement must be filed with the County prior to publication.

- 2.6 Release of Information: No news releases, advertisements, public announcements, or photographs arising out of the Agreement or CBU's relationship with Practicum Provider may be made or used without prior written approval of the Practicum Provider.

3. THE PRACTICUM PROVIDER AGREES TO:

- 3.1 Designate an individual with a Licensed Marriage and Family Therapist (LMFT) or Licensed Clinical Social Worker (LCSW) who will serve as the Field Instructor (Instructor), providing direct supervision for the CBU Student. If an employee with an LMFT or LCSW is not available to provide the Student's supervision, the practicum site will provide an on-site Task Supervisor (Supervisor) to oversee the Student's activities. In the latter case, CBU will be responsible to secure and utilize, at no cost to the Practicum Provider, the services of an outside consultant with an LMFT or LCSW who can reinforce the marriage and family therapy work perspective.
- 3.2 Provide the Student and Instructor/Supervisor with the documentation necessary to verify to the California Board of Behavioral Sciences that the placement is one that is named in California law as appropriate for a CBU's MCP-MFT Student.
- 3.3 Evaluate the qualifications and credentials of any employee who provides supervision to CBU's MCP-MFT Students. Field Instructors should have an MCP-MFT degree, possess strong knowledge of marriage and family therapy practice skills, knowledge and adherence to marriage and family therapy values, and be good teachers/leaders, with no less than two (2) years of marriage and family therapy experience.
- 3.4 Involve the Student for the entire period of clinical field experience as agreed unless this Agreement is terminated for cause pursuant to Section 2.2 above.
- 3.5 Provide adequate resources to the Student and the Instructor/Supervisor in order that they may provide clinically appropriate services to clients.
- 3.6 Orient the Student to the Practicum Provider's rules, policies, procedures, methods, and operations.
- 3.7 Provide and allow CBU MFT Students access to parking and use of facilities to the same extent as Practicum Provider's employees. All MFT Students must have a dedicated workspace at the practicum site.
- 3.8 Evaluate the Student's performance and notify the DCT (as defined in Section 4.1 herein) immediately, preferably by email, of any cause of dissatisfaction with, misconduct of, or any other difficulties in the work performance of the Student.
- 3.9 Provide the Student and the Instructor/Supervisor with an emergency response plan which assures the personal safety and security of the Student, Instructor/Supervisor, and Student's clients in the event of an emergency.
- 3.10 Provide the Student with a minimum of fifteen (15) hours per week of supervised clinical experience within the scope of practice of an MFT Trainee.
- 3.11 Accept the primary responsibility for supervision and control of the Student at the practicum site.
- 3.12 During the term of this Agreement, the Instructor/Supervisor shall:
 - (A) Be responsible for assuring that all clinical experience gained by the trainee is within the scope of MFT counseling.
 - (B) Complete the "MFT Experience Verification Form" required for licensure.

- (C) Abide by the ethical standards promulgated by the professional association to which the Instructor/Supervisor belongs (e.g., CAMFT, AAMFT, APA, AMA, NASW, etc.).
- (D) Provide regular evaluations of the Student's performance at the site to the DCT at the end of each semester.
- (E) Review and sign the "Weekly Summary of Hours of Experience" log.
- (F) Provide the Student with a current copy of his or her license and resume and notify the DCT and the Student immediately of any action that may affect his or her license.
- (G) Be familiar with the laws and regulations that govern MFT Counselors in the State of California.
- (H) Provide the Student with one (1) hour of individual or two (2) hours of group supervision for each five (5) hours of client contact provided by the Student.
- (I) Provide the Student with a policy and procedure for crisis intervention and other client/clinical emergencies, in particular those mandated by law (e.g., child abuse, danger to self, others, etc.).
- (J) Participate in the review and completion of Student Learning Agreements, Process Recordings, and other evaluation tools utilized by the MCP-MFT program to evaluate Student field performance.

4. CBU AGREES TO:

- 4.1 Designate the DCT to serve as the primary point of contact for the Agreement. CBU or designee must respond to Practicum Provider's inquiries within two (2) business days. CBU shall not change the primary contact without written notification to the County. CBU will also designate a back-up point of contact in the event the primary contact is not available.
- 4.2 Ensure the DCT contacts the Student and Instructor/Supervisor to discuss the Student's progress, and advises relative to the program of study.
- 4.3 Provide the Practicum Provider with any necessary documentation within agreed-upon time frames in order to process background clearances, conduct intern interviews, approve curriculum, set schedules, etc.
- 4.4 Ensure the DCT strives to promote harmony and cooperation between the Practicum Provider, the Student, and the Practicum Provider's site (Clinical Site).
- 4.5 Provide professional liability insurance for the Student to cover damage or harm caused by the Student in the amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, when this Agreement is signed and returned to CBU.
- 4.6 Provide general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- 4.7 Require each Student participating in a practicum under this Agreement to acknowledge certain obligations by completing the Student Memorandum of Understanding, attached hereto as "Exhibit A", and incorporated herein by this reference.
- 4.8 Cause that each Student participating in a practicum complies with Clinical Site's dress code, wears a name badge identifying himself as a Student, and undergoes a security check, as required by the Sheriff.
- 4.9 Student Information: Pertinent information regarding CBU MFT Students, which shall include the Student's name, address, and telephone number, shall be provided to the Clinical Site. Clinical Site shall regard this

information as confidential and shall use the information only to identify each Student. The Clinical Site will not release Student's personal information without a court order or the Student's consent.

- 4.10 Schedule of Assignments: CBU shall notify the Clinical Site Instructor/Supervisor of Student assignment, including the name of the Student, level of academic preparation, and length and dates of proposed clinical experience. Students may be required to submit to Sheriff's security review. CBU will remove any Student if requested by Clinical Site as described in Section 2.4 above.
- 4.11 Records: CBU shall maintain all personnel records for its staff and all academic records for its Students.
- 4.12 Maintaining the confidentiality of patient information: No Student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by Students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

Neither CBU nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Clinical Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations.

Clinical Site shall reasonably assist CBU in obtaining patient consent in appropriate circumstances. In the absence of consent, Students shall redact participant names and other identifiable information, using de-identified information only in any discussions about the clinical experience with CBU, its employees, or agents and any third parties.

5. INDEMNIFICATION AND INSURANCE

- 5.1 CBU agrees to indemnify, defend, 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 the 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 indemnities. CBU 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.
- 5.2 Additional Insured – All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.
- 5.3 Waiver of Subrogation Rights – CBU 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 CBU and CBU's employees or agents from waiving the right of subrogation prior to a loss or claim. CBU hereby waives all rights of subrogation against the County.
- 5.4 Policies Primary and Non-Contributory – All policies required herein under which the County is named as an Additional Insured are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 5.5 Severability of Interests – CBU 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 CBU and the County or between the County and any other insured or additional insured under the policy.

- 5.6 Proof of Coverage – CBU 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 without thirty (30) days written notice to the Department, and CBU shall maintain such insurance from the time CBU commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Agreement, CBU shall furnish a copy of the Declaration page for all applicable policies and will provide complete copies of the policies and endorsements immediately upon request.
- 5.7 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.”
- 5.8 Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$250,000 shall be declared to and approved by Risk Management.
- 5.9 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 contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by CBU or County payments to CBU will be reduced to pay for County purchased insurance.
- 5.10 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. CBU 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.
- 5.11 CBU agrees to provide insurance set forth in accordance with the requirements herein. If CBU uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CBU 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, CBU shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
 - 5.11.1 Workers’ Compensation/Employer’s 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 CBU and all risks to such persons under this Agreement.

If CBU 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.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

5.11.2 Commercial/General Liability Insurance – CBU shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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:

- (a) Premises operations and mobile equipment
- (b) Products and completed operations
- (c) Broad form property damage (including completed operations)
- (d) Explosion, collapse, and underground hazards
- (e) Personal injury
- (f) Contractual liability
- (g) \$2,000,000 general aggregate limit

5.11.3 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 CBU is transporting one or more non-employee passengers in performance of Agreement 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 CBU owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

5.11.4 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.

5.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate limits,

or

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

or

Directors and Officers Insurance – coverage with limits of not less than one million dollars (\$1,000,000) shall be required for Agreements with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

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

- 5.11.6 Abuse/Molestation Insurance – CBU 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) with a two million dollars (\$2,000,000) aggregate limit.
- 5.11.7 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than one million dollars (\$1,000,000) for each occurrence or event with an annual aggregate of two million dollars (\$2,000,000) covering 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. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

6. NOTICES

Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

PRACTICUM PROVIDER:

San Bernardino County Sheriff's Department
Attn: Bureau of Administration – Contracts
655 East Third Street
San Bernardino, CA 92415-0061

CBU:

California Baptist University
Attn: Anna Grigorian-Routon, Psy.D.
Co-Director of Clinical Training
8432 Magnolia Avenue
Riverside, CA 92504
Telephone: (951) 343-3947
Email: agrigorian-routon@calbaptist.edu

California Baptist University
Attn: Jan Stanfield, MSW, LMFT, LCSW
Co-Director of Clinical Training
8432 Magnolia Avenue
Riverside, CA 92504
(951) 343-4503
Email: jstanfield@calbaptist.edu

All notices shall be effective upon receipt or rejection. Notice of change of address shall be given by written notice in the manner detailed in this Section 6. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request, or communication sent. Each Party may change its address for the purpose of this paragraph by giving written notice of such change in the manner provided for in this Section 6.

7. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

CBU has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date the Agreement was approved by the Board of Supervisors. CBU acknowledges that

under Government Code section 84308, CBU is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to the Agreement, CBU will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of CBU or by a parent, subsidiary, or otherwise related business entity of CBU.

8. AMENDMENT

No amendment or modification of this Agreement shall be valid unless in writing and executed by each of the Parties.

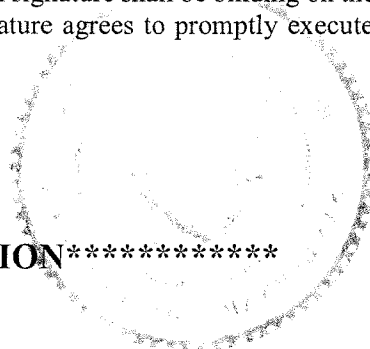
9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement is not assignable without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld or delayed.

10. ELECTRONIC SIGNATURES

This Agreement, and if applicable, any subsequent amendments, 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 mail 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.

*******END OF SECTION*******



IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Agreement to be subscribed to by the Clerk thereof, and CBU has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

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

Dated: JUN 25 2024

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 *Lynna Monell*
Deputy



California Baptist University

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

By *Mark Howe*
Mark Howe (May 24, 2024 12:28 MDT)
(Authorized signature - sign in blue ink)

Name Mark Howe
(Print or type name of person signing contract)

Title Senior Vice President,
Finance and Administration
(Print or Type)

Dated: 05/24/2024

Address 8432 Magnolia Avenue
Riverside, CA 92504



ATTACHMENT A
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond "N/A" or "Not Applicable."

1. Name of Contractor: California Baptist University

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes *If yes, skip Question Nos. 3-4 and go to Question No. 5*
No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): _____

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1:
(see definitions above)

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent(s) Retained <i>*if less than 12 months prior</i>
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s)	Principal and/or Agent(s)
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s)'s Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

Yes *If yes, please continue to complete this form*
No *If no, please skip Question No. 10*

10. Name of Board of Supervisor Member or other County elected officer:

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, CBU certifies that the statements made herein are true and correct. CBU understands that the individuals and entities listed in Questions 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Agreement is being considered and for 12 months after a final decision by the County.

EXHIBIT A

STUDENT MEMORANDUM OF UNDERSTANDING

California Baptist University Master of Counseling Psychology Program

I, the undersigned student, desire to participate in a clinical trainee experience program offered through an agreement between CBU and a practicum provider ("Practicum Provider") and, in consideration of such placement by CBU, I agree that I shall:

- (A) Comply with the Practicum Provider's policies and procedures.
- (B) Comply with CBU's dress and grooming standards and honor code.
- (C) Be enrolled in Practicum courses: PSY534, PSY555, or PSY570 unless released by CBU and the Practicum Provider.
- (D) Notify the Director of Clinical Training in a timely manner of any professional or personal difficulties, including safety and personnel problems, which may affect the performance of this or of his/her professional duties and responsibilities.
- (E) Maintain personal health insurance or student health insurance.
- (F) Obtain approval from CBU to participate in the clinical trainee experience program including agreeing to abide by the terms of this Agreement and to perform additional duties and responsibilities as required by CBU.
- (G) Cause each of student's Supervisors to complete and sign the "Responsibility Statement for Supervisors of a Marriage and Family Therapist Trainee or Intern" before gaining supervised experience.
- (H) Maintain a weekly log of all hours of experience gained toward licensure.
- (I) Be responsible, along with his or her Supervisor, for providing complete and accurate documentation to the Board of Behavioral Sciences in order to gain hours of experience toward licensure.
- (J) Be responsible for learning those policies of the practicum setting which govern the conduct of regular employees and students, and for complying with such policies.
- (K) Be responsible for participating in the periodic evaluation of his or her practicum experience.
- (L) Abide by the ethical standards of the California Association of Marriage and Family Therapists and of the California Baptist University.

I understand that it is my obligation to comply by the terms of this Memorandum of Understanding and such failure could jeopardize my participation in the clinical trainee experience program.

STUDENT	
Name: _____	Signature: _____
Student ID #: _____	Date: _____