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Contract Number

24-589

SAP Number

N/A

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Loma Linda University School of Behavioral Health
<b>Contractor Representative</b>	Dr. Beverly Buckles
<b>Telephone Number</b>	(909) 558-4528
<b>Contract Term</b>	07/01/24 through 06/30/27
<b>Original Contract Amount</b>	Non-Financial Agreement
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	-----
<b>Cost Center</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, Loma Linda University School of Behavioral Health (University) has the need for additional facilities to provide behavioral health placement experiences for its students (Students); and

**WHEREAS**, San Bernardino County (County), through its Sheriff/Coroner/Public Administrator (Sheriff), operates sites which are suitable for the behavioral health training of Students (Internship Program); and

**WHEREAS**, it is of mutual benefit to the parties that the Students utilize Sheriff sites for their learning experiences;

**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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**Exhibit A – Clinical Experience Program – Student Agreement**

**Attachment A – Campaign Contribution Disclosure (SB 1439)**

## **I. SHERIFF OBLIGATIONS:**

Sheriff shall:

1. Permit access to facilities for Students and instructors, as necessary, to participate in required behavioral health field experiences, so long as such access does not interfere with the regular activities of Sheriff.
2. Perform background checks on Students and University employees, agents, or volunteers (Personnel) as a condition of granting access to Sheriff facilities. The Sheriff shall have the sole discretion to determine security acceptability of all Students and University personnel at any time during the term of this Agreement. Students and University personnel found to be unacceptable security risks will be denied access to Sheriff facilities.
3. Designate appropriate personnel to coordinate the Students' behavioral health placement experiences, and inform Students of all applicable policies and regulations of the Sheriff.
4. Provide, when possible, a reasonable amount of space for Students and instructors who may be taking part in placement experiences, including suitable space for lectures, and storage of instructional material, or otherwise specified items.
5. Permit and encourage Sheriff employees to participate in the instructional phase of the placement experiences.
6. When practical, permit Sheriff management or other designated personnel to attend meetings of the University's placement faculty, or any committee thereof, to coordinate the placement experiences provided for under this Agreement.
7. Provide Health Insurance Portability and Accountability Act (HIPAA) training to Students, if required by the nature of Student clinical experiences hereunder, to comply with the County's policies.
8. Ensure that Students and/or Personnel exposed to tuberculosis or other infectious diseases at Sheriff facilities will be managed according to Sheriff policies. The Sheriff agrees to notify the University's Student Health Services of the occurrence of such exposure to the Student(s) and/or Personnel. Such notification will be subject to HIPAA.
9. Recommend to the University the withdrawal of a Student from the Internship Program for reasons not limited to: (a) the achievement, progress, adjustment, or health of the Student does not warrant continuation at a Sheriff facility, or (b) the behavior of Student fails to conform to the applicable regulations of the Sheriff.
10. Sheriff reserves the right, exercisable in its discretion after consultation with the University, to exclude any Student from its facilities in the event that such person's performance, conduct, or state of health is deemed objectionable or detrimental, having in mind the proper administration of the Sheriff.

## **II. UNIVERSITY OBLIGATIONS**

University shall:

1. Perform all its obligations and responsibilities under this Agreement as an independent contractor. Under no circumstances shall the University, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners, or joint ventures of the County. The

University, 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 Sheriff employees. Each party shall be solely responsible for providing all legally required benefits.

2. Ensure that, prior to clinical placement, each Student has received or signed a waiver or declination of the Hepatitis B series vaccine and has had instruction in occupational exposure to bloodborne pathogens, protective practices—to include wearing face coverings, self-monitoring, temperature checks, and any other medically recommended precautions—to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials and diseases.
3. Designate a faculty member of the University who shall serve as Program Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Program Coordinator designated by Sheriff.
4. 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 Sheriff facilities shall be subject to the supervision and direction of the Sheriff.
5. Provide and maintain records and reports of its Students during their behavioral health placement experiences.
6. Agree that all Students participating in the Internship Program are required to follow all applicable County and Sheriff policies, procedures, and regulations, and all requirements and restrictions specified jointly between representatives of the University and the Sheriff; require that every Student conform to the same, including completion and signature of the "Clinical Experience Program – Student Agreement" form, attached hereto as Exhibit A and incorporated herein by reference; and agree that a Student's violation of any such policies, procedures, or requirements may be grounds for terminating the Student's participation in the program.
7. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively.
8. In consultation and coordination with the Sheriff, arrange for periodic conferences between appropriate representatives of the University/other institution and the Sheriff to evaluate the placement experience program provided for under this Agreement. Either the Sheriff or the University may request modifications to the placement for the purpose of enhancing its educational quality. Both parties agree to give reasonable consideration to any such requests. Any modifications will be agreed upon in writing, signed by the Program Coordinator for the University and an official representative of the Sheriff, and attached to this Agreement. Modifications that vary from this placement agreement as written must be initiated by the Program Coordinator and signed off by the Dean of the Loma Linda University School of Behavioral Health.
9. Provide for the orientation of Students and faculty assigned to the Sheriff.

### **III. CONFIDENTIALITY**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. University acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. University agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Student utilized to fulfill services pursuant

to the Agreement comply with said provisions. University further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

#### IV. INSURANCE

1. University 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 University agrees to indemnify, defend, and hold the County harmless with respect thereto as provided herein.
2. University agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations as set forth in Section IV and V of this Agreement.
3. Students and University officers, employees, agents, or volunteers 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 such persons. The County does not provide professional liability coverage for student interns. All student interns who provide clinical services must be either covered by the University's professional liability insurance or carry their own professional liability insurance with combined single limits of \$1,000,000 and \$2,000,000 in the aggregate.
4. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions, Cyber Liability, General Liability, 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.

#### 5. Waiver of Subrogation Rights

University shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the University and its employees or agents from waiving the right of subrogation prior to a loss or claim. The University hereby waives all rights of subrogation against the County.

#### 6. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

#### 7. Proof of Coverage

University shall furnish Certificates of Insurance to the County Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and University shall maintain such insurance from the time University commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Agreement, the University shall furnish a copy of the Declaration page for all applicable policies and will make

available for inspection complete certified copies of the policies and all endorsements immediately upon request.

8. 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".

9. 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.

10. Failure to Procure Coverage

In the event that any policy of insurance required under the Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the University or County payments to the University will be reduced to pay for County purchased insurance.

11. Insurance Review

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

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. University 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.

12. Insurance Specifications

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

Without in any way affecting the indemnity herein provided and in addition thereto, the University shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

a. Workers' Compensation/Employers Liability

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

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

b. Commercial/General Liability Insurance

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

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

c. Automobile Liability Insurance

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

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

d. Umbrella Liability Insurance

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

e. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

13. Professional Services Requirements

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

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$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.

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

**V. INDEMNIFICATION**

1. University 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 resulting from 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 University, its officers, employees, agents, and Students.
2. County shall indemnify and hold University, 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 resulting from 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 University 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 University 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. University shall comply with the applicable provisions of: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and 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**

The Agreement is effective as of July 1, 2024 and expires June 30, 2027, and may be extended for one (1) additional two-year period, or two (2) additional one-year periods, upon written agreement by the University and the County Board of Supervisors. 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 County shall be sent by registered mail to the University faculty member in charge of the program. Written notice issued pursuant to this Section by the University shall be sent by registered mail to the designated Sheriff representative.

## **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.

## **X. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**

University 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 University proposal to the County, or (2) 12 months before the date the Agreement was approved by the Board of Supervisors. University acknowledges that under Government Code section 84308, University 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, the University 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 the University or by a parent, subsidiary, or otherwise related business entity of University.

#### **XI. ENTIRE AGREEMENT**

The Agreement, including all Exhibits and other attachments attached hereto and incorporated herein, 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 the Agreement not expressly set forth herein are of no force or effect. The Agreement 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 the Agreement and signs the same of its own free will.

#### **XII. 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.

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

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

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



Loma Linda University School of Behavioral Health  
(Print or type name of corporation, company, contractor, etc.)

► By: *Richard H. Hart*  
(Authorized signature - sign in blue ink)

Name: Richard H. Hart, MD, DrPH  
(Print or type name of person signing contract)

Title: President  
(Print or Type)

Dated: 06/10/2024

Address: 1600 Anderson Street  
Loma Linda, CA 92350

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► *Grace B. Parsons*  
Grace B. Parsons, Deputy County Counsel

Date 06/10/2024

Reviewed by Contract Compliance  
► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department  
► *Kelly Welty*  
Kelly Welty, Chief Deputy Director of Sheriff's Administration

Date 6/10/24

## EXHIBIT A

### LOMA LINDA UNIVERSITY SCHOOL OF BEHAVIORAL HEALTH MASTER'S AND DOCTORAL PROGRAM CLINICAL EXPERIENCE PROGRAM – STUDENT AGREEMENT

I, the undersigned student, desire to participate in a clinical trainee experience program offered through an agreement between Loma Linda University (University) School of Behavioral Health and San Bernardino County, through its Sheriff/Coroner/Public Administrator (Sheriff) and, in consideration of such placement by the University, I agree that I shall:

1. Conduct therapy in ways that are clinically competent and ethically and legally appropriate as possible for a student.
2. Abide by the University's School of Behavioral Health degree program and all applicable Sheriff policies and practices. Failure to comply with urgent directives (e.g., how to work with a potentially suicidal client) may be a basis for suspension from the placement and potentially the degree program.
3. Maintain records of all placement activities.
4. File relevant forms with the Program Director or Field Placement Designee, including routine forms (e.g., quarterly logs) and special or idiosyncratic forms (e.g., request for brief leave-of-absence).
5. Provide clinical services according to Sheriff schedules, not the University's academic term schedules.
6. Complete the \_\_\_\_\_ (insert hours and name of program) program required clock hours of direct client contact.
7. Complete the \_\_\_\_\_ (insert hours and name of the program) program required hours of individual and group supervision, making an effort to participate in live, audio, or video supervision.
8. Maintain openness to feedback from supervisors and peers.
9. Evaluate the site supervisor in writing using the Quarterly Supervisor Rating Scale.

Either the Sheriff or the University may request modifications to the placement for the purpose of enhancing its educational quality. Any modifications will be agreed upon in writing, signed by the Program Director or Field Placement Designee for the University and an official representative of the site, and attached to this agreement.

I understand that it is my obligation to comply with this Student Agreement and such failure could jeopardize my participation in the clinical trainee experience program.

\_\_\_\_\_  
Student (Print and Sign)

\_\_\_\_\_  
Date