



Contract Number

SAP Number
N/A

Department of Behavioral Health

Department Contract Representative	Jose Sandoval
Telephone Number	(909) 383-3978
Contractor	California State University, San Bernardino
Contractor Representative	Robert Mente
Telephone Number	(909) 537-3143
Contract Term	September 15, 2020 – June 30, 2024
Original Contract Amount	\$0.00
Amendment Amount	\$0.00
Total Contract Amount	\$0.00
Cost Center	N/A

THIS AGREEMENT is entered into by and between the County of San Bernardino, hereinafter called the County, and California State University, San Bernardino 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.
3. Will provide, when possible, a reasonable amount of space for Students and Instructors who may be taking part in the placement experiences, including suitable space for lectures, and storage of instructional material, or otherwise specified items.
4. Will permit and encourage employees of DBH to participate in the instructional phase of the placement experiences.
5. When practical, will permit DBH's management or other designated personnel to attend meetings of the School's placement faculty, or any committee thereof, to coordinate the placement experiences provided for under this Agreement.
6. Will provide 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.
7. Will recommend to the School the withdrawal of a student for reasons not limited to: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at DBH, or (b) the behavior of the Student fails to conform to the applicable regulations of DBH.
8. Reserves the right, exercisable in its discretion after consultation with the School, to exclude any student from its facilities in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of DBH.

II. SCHOOL OBLIGATIONS

The School:

1. Shall perform all of its obligations and responsibilities under this Agreement as an independent contractor. Under no circumstances shall the School, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners, or joint ventures of DBH. The School, its officers, employees, agents, and students shall not be entitled to any benefits, including worker's compensation benefits and health insurance, provided or available to DBH's employees. Each party shall be solely responsible for providing all legally-required benefits.
2. Will designate a faculty member of the School who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by DBH.

3. Will provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for behavioral health placement experiences at DBH shall be subject to the supervision and direction of DBH.
4. Will provide and maintain the records and reports of its Students during their behavioral health placement experiences.
5. Will require every student to conform to all applicable DBH policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the School and DBH.
6. Will warrant that Students have been provided with information and education necessary to enable them to function safely and effectively.
7. In consultation and coordination with DBH, will arrange for periodic conferences between appropriate representatives of the School/Other Institution and DBH to evaluate the Placement Experience Program provided under this Agreement.
8. Will provide for the orientation of students and faculty assigned to DBH.
9. All students participating in the Internship Program are required to follow all applicable County and DBH Policies, procedures, and regulations, and all requirements and restrictions specified jointly between representative of the School and DBH. A student's violation of any such policies, procedures, or requirements may be grounds for terminating the student's participation in the program.

III. INSURANCE

1. School agrees that the County is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any students while said students are on the premises of the County performing any duty under the terms of this Agreement and School agrees to indemnify, defend and hold the County harmless with respect thereto as provided herein.
2. School agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations as set forth in Section III and IV of this Agreement.
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.

IV. INDEMNIFICATION

The School agrees to indemnify, defend (with counsel reasonably approved by the County) 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 this 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 indemnitees. The School's 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.

The School shall defend, indemnify and hold County, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School, its officers, agents, or employees.

County shall defend, indemnify and hold the School, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

V. 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.

VI. TERM AND TERMINATION

This Agreement shall be effective on September 15, 2020 by both parties through June 30, 2024. However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party 30 days advance written notice of its intention to terminate. Any such termination by DBH shall not be effective, at the election of the School, as to any student who, at the date of mailing of said notice by DBH, was participating in said program, until such student has completed the program for the then current academic term.

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.

VII. MODIFICATION

This Agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

VIII. 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.

IX. CONCLUSION

1. This agreement, consisting of seven (7) pages is the full and complete document describing the rights and obligations of the parties, including all covenants, conditions and benefits.
2. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

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.

COUNTY OF SAN BERNARDINO

California State University, San Bernardino

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

►

Curt Hagman, Chairman, Board of Supervisors

By

(Authorized signature - sign in blue ink)

Dated: _____

Name

(Print or type name of person signing contract)

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

Title

(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By

Dated: _____

Deputy

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Dawn Martin, Deputy County Counsel

►

Natalie Kessee, Contracts Manager

►

Veronica Kelley, Director

Date _____

Date _____

Date _____