



Contract Number

20-099

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative
Telephone Number

John Ades, Captain

909-387-0640

Contractor
Contractor Representative

California Baptist University

Mark Howe, Vice-President,
Finance

Telephone Number

951-689-5771

Contract Term

10/01/2020 to 09/30/2023

Original Contract Amount

Amendment Amount

Total Contract Amount

Cost Center

4429101000

This non-financial Agreement provides for cooperation between the Sheriff/Coroner/Public Administrator Department, through its Inmate Services Unit (ISU), and the California Baptist University (CBU). ISU is required by Title 15 CCR to provide adult education programming to inmates housed in all four Type II County detention facilities. Under the terms of the recommended Agreement, the Department will provide students currently enrolled in the Master of Counseling Psychology (MCP), Marriage and Family Therapist (MFT) Program at CBU with supervision, training, and field experience in education programs including trauma recovery and family relations, health and nutrition, marriage, and family support services provided to clients (inmates) at the County's detention facilities.

FOR COUNTY USE ONLY

Approved as to Legal Form



Richard D. Luczak, Deputy County Counsel

Date

9/13/2020

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



John Ades, Captain

Date

9/3/2020

PRACTICUM SITE (Affiliation) AGREEMENT
California Baptist University
Master of Counseling Psychology (MCP) Program

This Practicum Site (Affiliation) Agreement (the “Agreement”) is entered into this 1st day of October, 2020 (the “Effective Date”) by and between California Baptist University (“CBU”) through its Master of Counseling Psychology Program (“MCP”) and the San Bernardino County Sheriff/Coroner/Public Administrator’s Department (Sheriff), Inmate Services Unit (ISU) (the “Practicum Provider”) for a period of three years. CBU and Practicum Provider are each a “Party” and are sometimes 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 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 which help students acquire the skills and knowledge needed in their chosen field of study or occupation.
 - 2.2 This Agreement is for the period agreed upon between the Practicum Provider and CBU. Termination of the employment of the 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 Director of Clinical Training (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 Student.
 - 2.4 Background Checks. The Sheriff will perform background checks on students and University’s employees, agents, or volunteers (“Personnel”) as a condition of granting them access to the Sheriff’s detention facilities (“FACILITIES”). Sheriff shall have the sole discretion to determine security acceptability of all students and University’s personnel at any time during the term of this Agreement. Students and University’s Personnel found to be unacceptable security risks will be denied access to FACILITIES. All students and University’s Personnel will be required to wear identification badges while at 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 of San Bernardino 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", 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" (a "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 Supervisor with the documentation necessary to verify to the Board of Behavioral Sciences (the "BBS") that the placement is one that is named in 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 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 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 work space at the practicum site.
- 3.8 Evaluate the student's performance and notify the Director of Clinical Training (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 Supervisor with an emergency response plan which assures the personal safety and security of the student, Supervisor and student's clients in the event of the 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 a Marriage, Family Therapy 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 Supervisor (Field Instructor/Task Supervisor) shall:
 - (A) Be responsible for assuring that all clinical experience gained by the trainee is within the scope of marriage, family therapy counseling.
 - (B) Complete the "MFT Experience Verification Form" required for licensure.
 - (C) Abide by the ethical standards promulgated by the professional association of which the Supervisor belongs (e.g. CAMFT, AAMFT, APA, AMA, NASW, etc.).
 - (D) Provide regular evaluations of the student's performance at the site to the Director of Clinical Training at the end of each semester.

- (E) Review and sign the “Weekly Summary of Hours of Experience” log.
- (F) Provide the Practicum student with a current copy of his or her license and resume and notify the Director of Clinical Training and the student immediately of any action that may affect his or her license.
- (G) Be familiar with the laws and regulations that govern Marriage, Family Therapy 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 a point of contact for clinical field experience (a “Director of Clinical Training”). CBU will designate an individual 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 acknowledgement 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 Director of Clinical Training contacts the student and Practicum 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 Director of Clinical Training strives to promote harmony and cooperation between the Practicum Provider, the student, and the educational institution.
- 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.

Provide general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- 4.6 Cause each student participating in practicum, which is the subject of this Agreement, to acknowledge certain obligations as shown in substantial form attached hereto as “**Exhibit A**” and incorporated herein by this reference.
- 4.7 Cause that each student participating in practicum complies with Clinical Site’s dress code, wearing name badges identifying themselves as students, and undergo security checks as required by the Sheriff.
- 4.8 Student (Trainee) Information. Pertinent information regarding CBU MFT Trainees, 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.
- 4.9 Schedule of Assignments. CBU shall notify the Clinical Site 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.

- 4.10 Records. CBU shall maintain all personnel records for its staff and all academic records for its students.
- 4.11 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 the University 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 University and 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 University, CBU, its employees, or agents and any third parties.

5. INDEMNIFICATION AND INSURANCE:

- 5.1 CBU agrees to defend, indemnify and hold harmless the County, its officers, employees, agents, and volunteers ("Indemnitees"), for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any reasonable costs or expenses incurred by County, except as prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CBU's indemnification obligation applies to the County's "active" as well as "passive" negligence.
- 5.2 Waiver of Subrogation Rights – CBU shall require the carriers of required coverages, with the exception of the Directors and Officers Insurance and Professional Liability insurance, 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.
- 5.3 Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions, Professional Liability policies, Directors and Officers Insurance, 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.
- 5.4 Policies Primary and Non-Contributory – All policies required herein under which the County is an additional Insured are to be primary and noncontributory 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. This applies to only those policies under which the County is an additional insured.
- 5.6 Proof of Coverage – CBU shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that, with the exception of the Directors and Officers, Workers Compensation and

Professional Liability policies, such insurance shall not be cancelled 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 this contract, the 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 \$10,000 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 contract 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 contract. 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 contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, CBU shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - 5.11.1 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 providing services on behalf of CBU and all risks to such persons under this contract.

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. 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

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

If CBU is transporting one or more non-employee passengers in performance of contract 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.

- 5.11.3 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability.
- 5.11.4 Directors and Officers Insurance – Coverage with limits of not less than one million (\$1,000,000) shall be required for contracts 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 start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of three (3) years after contract completion.
- 5.11.5 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.

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:	CBU:
Name: County of San Bernardino Sheriff's Department Attn: Bureau of Administration – Contracts Address: 655 East 3 rd Street, San Bernardino, CA 92415-0061	California Baptist University Attn: Jan Stanfield, MSW, LMFT, LCSW Title: Director of Clinical Training 8432 Magnolia Avenue, Riverside, CA 92504 Telephone: 951-343-4503 Email: jstanfield@caibaptist.edu

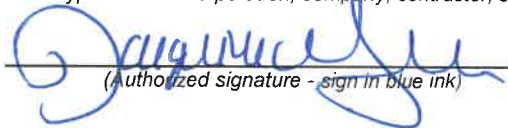
All notices shall be effective upon receipt or rejection. Notice of change of address shall be given by written notice in the manner detailed in this Section 6. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to 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. **AMENDMENT:** No amendment or modification of this Agreement shall be valid unless in writing and executed by each of the Parties.
8. **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.
9. **COUNTERPARTS:** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

If applicable, due to and for the duration of the COVID-19 pandemic, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2020-030, the parties hereto authorize the use of electronic, facsimile, and/or digital signatures in the execution of amendments to this Contract. Such signatures shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract amendment upon request.

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

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

California Baptist University
(Print or type name of corporation, company, contractor, etc.)
By 
(Authorized signature - sign in blue ink)
Name Jacqueline Gustafson, Ed.D.
(Print or type name of person signing contract)
Title Dean, College of Behavioral
and Social Sciences
(Print or Type)
Dated: 8-28-2020
Address 8432 Magnolia Avenue
Riverside, CA 92504

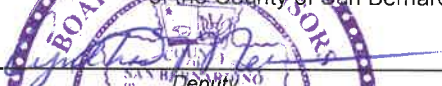
COUNTY OF SAN BERNARDINO

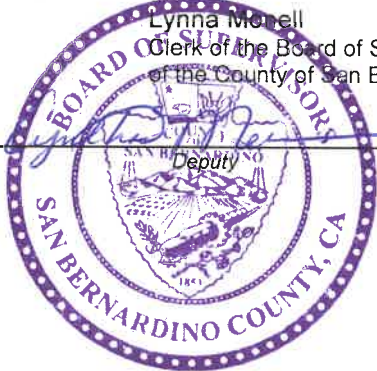
► 
Curt Hagman, Chairman, Board of Supervisors

Dated: SEP 15 2020

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
of the County of San Bernardino

By 
Deputy



California Baptist University
(Print or type name of corporation, company, contractor, etc.)
By ► 
(Authorized signature - sign in blue ink)
Name Mark Howe
(Print or type name of person signing contract)
Title Vice President,
Finance and Administration
(Print or Type)
Dated: 8/26/2020
Address 8432 Magnolia Avenue
Riverside, CA 92504

EXHIBIT A

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 (the "BBS") 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: _____