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

SAN BERNARDINO COUNTY

Contract Number
21-423

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	John Ades, Captain
Telephone Number	(909) 387-0640
Contractor	University Enterprises Corporation at CSUSB
Contractor Representative	Dr. Laura Kamptner
Telephone Number	(909) 537-5582
Contract Term	06/01/2021 through 06/30/2024
Original Contract Amount	$5,070,813
Amendment Amount	----------
Total Contract Amount	$5,070,813
Cost Center	4420005167

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is between the County of San Bernardino on behalf of its included Sheriff/Coroner/Public Administrator Department ("County"), for in-custody and out-of-custody psychotherapeutic interventions to be provided to adult justice-involved individuals and their families at a County location, ("Practicum Site ") and The University Enterprises Corporation at CSUSB ("UEC"), fiscal auxiliary on behalf of California State University, San Bernardino ("University").

WHEREAS, the County is a public entity that administers a rehabilitative program known as the Family Attachment Intervention Through Healing Solutions (FAITHS) Throughcare Program, for adult justice-involved individuals and their families at a Practicum Site; and

WHEREAS, University operates a fully accredited program offering a Master of Science degree in the field of Clinical/Counseling Psychology. The graduate program is accredited pursuant to the standards of the California Board of Behavioral Science Examiners, and

WHEREAS, the purpose of this contract is to provide effective psychotherapeutic interventions to justice-involved individuals and their families. This program also provides graduate training for Master of Science interns in salient Social and Behavioral Science fields—e.g. Clinical/Counseling Psychology, Social Work, Licensed Professional Clinical Counselor, etc. (Interns)—which meets the educational requirements for graduation and California State Licensure. The parties will both benefit by making a clinical training program ("Program") available to University students and students from other university partners at Practicum Site; and

WHEREAS, the County desires that such services be provided by UEC and UEC agrees to perform these services as set forth below;

NOW, THEREFORE, the County and UEC mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Justice-Involved Individual: Current or formerly incarcerated person.

A.2 Practicum Site Program Supervisor – County's employee assigned as the Inmate Programs Manager.

A.3 Practicum Site Director – University's Faculty Member overseeing CSUSB programs covered by this contract, at the Sheriff's Department.

A.4 CSUSB – California State University, San Bernardino – ("University") a public university and one of the 23 general campuses of the California State University System.

A.5 Contract: Means written agreement between the County and UEC.

A.6 HIPAA – Health Insurance Portability and Accountability Act of 1996 - provides federal protections for individually identifiable health information held by covered entities and their business associates and gives patients an array of rights with respect to that information.

A.7 Services – Shall mean those services provided through UEC as more particularly described in Exhibit A – Clinical Services.

B. UEC RESPONSIBILITIES

B.1 Student Application. The Interns shall file an Application for Clinical Privileges to the University's Department of Psychology. Pertinent information, which shall include the student's name, address, and telephone number, shall be sent to the Practicum Site. Practicum Site shall regard this information as confidential and shall use the information only to identify each student. The Practicum Site will not release student's personal information without a court order, subpoena, or the student's consent.

B.2 Schedule of Assignments. UEC shall notify the Practicum Site Program Supervisor of Intern assignment to the Practicum Site, including the name of the Intern, level of academic preparation, and length and dates of proposed clinical experience. Interns may be required to submit to Sheriff's security review. UEC will remove any Intern if requested by Practicum Site as described in E.3

B.3 Department Faculty. University shall assign members of its faculty to provide professional mentoring and advice to the Practicum Site Program Supervisor through the term of this contract in order to assist in the education of the Interns.

B.4 Records. UEC shall maintain all personnel records for its staff and all academic records for its interns.

B.5 Payroll Taxes and Withholdings. UEC shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for its project employees, if any, who provide services to the Program under this Contract. Interns participating in the Program as a paid internship will be considered UEC employees. For purposes of this contract, however, unpaid Interns are Practicum Site trainees and shall be considered members of the Practicum Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103. Notwithstanding Interns' classification for HIPAA regulations, interns are not employees, agents or volunteers of County and are entitled to no compensation or benefits for the services they provide. The Parties recognize that the benefit to the interns is in the form of training and obtaining needed clinical hours toward their degree.

B.6 **Scope of Work.** UEC agrees to provide the services outlined in Exhibit A, "Clinical Services," attached hereto and incorporated herein by this reference.

B.7 **Intern Responsibilities.** University and UEC shall notify Interns in the Program that they are responsible for:

B.7.1 Complying with Practicum Site 's clinical and administrative policies, procedures, rules and regulations.

B.7.2 Arranging for his/her own transportation and living arrangements.

B.7.3 Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Practicum Site.

B.7.4 Maintaining the confidentiality of patient information:

No Intern 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 Interns of any personally identifiable information (PII) of patient, 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 PII unless the patient has first given consent using a form approved by Practicum Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

Practicum Site shall reasonably assist University and UEC in obtaining client consent in appropriate circumstances. In the absence of consent, Interns shall redact participant names and other PII, using de-identified information only in any discussions about the clinical experience with University, UEC, its employees, or agents and any third parties.

B.7.5 Complying with Practicum Site's dress code, wearing name badges identifying themselves as Interns, and undergoing security checks as required by the Sheriff's Department.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

UEC agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of UEC and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by UEC to any third party either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the UEC will be permitted to perform any minimum amount of work or receive compensation from County other than on a per order basis, under the terms of this Contract. UEC reserves the right to enter into a contract with other agencies for similar services.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for UEC Personnel

UEC shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) are made aware of the requirement under this contract not use legal or illegal substances in any manner which will impact their ability to provide Services to the County as required in section C.15; and (c) are not otherwise disqualified from performing the Services under applicable law.

Sheriff's Department will perform background checks on UEC and University's employees and Interns as a condition of granting them access to the Sheriff's detention facilities and other county locations ("Practicum Site"). Sheriff shall have the sole discretion to determine the security acceptability of all UEC and University's personnel and Interns at any time during the term of this Contract. Personnel and/or Interns found to be unacceptable security risks will be denied access to a Practicum Site. All UEC and University's employees and Interns will be required to wear identification badges while at a Practicum Site. If requested by the County and not in violation of applicable law, UEC shall conduct a background check consistent with County's requirements, at UEC's sole expense, on all its personnel providing Services. If requested by the County, UEC shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by UEC in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period.

C.7 Change of Address

UEC shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, UEC personnel (including subcontractors) and Interns shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to UEC or UEC personnel or may be made available to UEC or UEC personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. UEC shall be responsible for the promulgation and distribution of County Policies to UEC personnel to the extent necessary and appropriate.

County shall have the right to require UEC's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

UEC shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not

identifying any participant. UEC shall not use or disclose any identifying information for any other purpose other than carrying out the UEC's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

UEC will designate an individual to serve as the primary point of contact for the Contract. UEC or designee must respond to County inquiries within five (5) business days. UEC shall not change the primary contact without written acknowledgement to the County. UEC will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *San Bernardino County Sheriff/Coroner/Public Administrator* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by UEC. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

UEC shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused solely by the willful or negligent acts of UEC or its employees or agents. Such repairs shall be made immediately after UEC becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the UEC fails to make timely repairs, the County may make any necessary repairs. The UEC, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the UEC from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

UEC certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). UEC further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, UEC agrees that UEC shall implement drug and alcohol-free workplace policies and procedures. UEC shall inform and secure acknowledgement from UEC's employees or Interns, that, while performing service for the County, on County property, or while using County equipment, they

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where UEC or UEC's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The UEC shall inform all employees and Interns that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive

work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract that UEC has with the County, if UEC or UEC's employees or Interns are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, UEC shall not discriminate against any employee or applicant for employment 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. UEC shall comply with 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.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires UEC to use recycled paper for any printed or photocopied material created as a result of this Contract. UEC is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), UEC must be able to annually report the County's environmentally preferable purchases. UEC must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

UEC shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the UEC or officer or employee of UEC.

C.20 Improper Consideration

UEC shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

UEC shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from UEC. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative

Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

UEC shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The UEC shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. UEC will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that UEC has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, County shall notify UEC of such determination in writing, and UEC shall respond to County within ten (10) business days of written notice. If UEC fails to respond to County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

UEC shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to UEC or an agent of UEC or otherwise made available to UEC or UEC's agent in connection with this Contract; or, (2) acquired, obtained, or learned by UEC or an agent of UEC in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. All confidential information shall be marked, or otherwise designated "Confidential."

UEC will not be liable for the disclosure of any Confidential Information which is: (a) information that at the time of disclosure had been previously published or was in the public domain; (b) information that becomes public knowledge after publication or other disclosure through no fault of UEC; (c) information that was already in UEC's possession prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use thereof; or (d) information that was disclosed by a Third Party to the UEC under no obligation of Confidentiality.

C.27 Notice of Delays
Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents
All documents, data, products, graphics, computer programs and reports prepared by UEC pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section D–Term and Termination. Unless otherwise directed by County, UEC may retain copies of such items.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health
UEC shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records
UEC shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to UEC's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties
Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information
No news releases, advertisements, public announcements or photographs arising out of the Contract or UEC's relationship with County may be made or used without prior written approval of the County, unless required by law. Notwithstanding the foregoing, UEC and University may include the existence of this project, funding level and duration of contract, in their standard reports.

C.34 Representation of the County
In the performance of this Contract, UEC, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.35 Strict Performance
Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

UEC shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, UEC shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. UEC shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to UEC Personnel.

For any subcontractor, UEC shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. UEC Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. UEC agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon UEC or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. UEC and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by UEC for County.

C.38 Termination for Convenience

The County and UEC each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the UEC for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice UEC shall promptly discontinue services unless the notice directs otherwise. UEC shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.41 Conflict of Interest

UEC shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. UEC shall make a reasonable effort to prevent employees, UEC, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom UEC's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

UEC agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent UEC. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of UEC. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from UEC. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. UEC also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

UEC is required to disclose whether UEC, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, have within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, UEC will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, UEC is required to disclose whether UEC, or any of its partners, principals, members, associates or key employees, within the last ten years, have been the subject of legal proceedings as defined herein arising directly from the provision of services by UEC or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over UEC or the individuals. If the response is affirmative, UEC will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the UEC's offices or locations.

C.44 Grant of Authority to Use Information

The County recognizes that UEC or certain of its personnel seek to utilize information and data obtained while providing services pursuant to this Contract. UEC may utilize such information and data in reports, papers or scholarly research. UEC may use, reproduce, disseminate, publish, disclose, copyright or otherwise use all reports, studies, information, data, statistics, forms, plans, procedures, systems and any other materials obtained while performing services under this Contract without the express written consent of the County; provided, however, that UEC must comply with all applicable confidentiality and copyright laws and regulations. The County may use information, data, statistics and reports necessary to fulfill its legal obligations and to comply with any monitoring or audit requirements to which it is subject. UEC must indemnify, defend (with counsel reasonably approved by County) and hold harmless the County, its officers, employees, agents and volunteers from any claims, actions, losses, damages and/or liability arising out of UEC's use of any information or data as described above, even after termination of this Contract. This indemnification is in addition to and not meant to limit any indemnification described in Section G of this Contract.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to UEC. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C. 48 Reserved

D. TERM AND TERMINATION

This Contract is effective as of June 1, 2021 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

The County and the UEC each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the UEC for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice UEC shall promptly discontinue services unless the notice directs otherwise. UEC shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

E.1 Clinical Experience. Practicum Site shall accept the Interns selected by the University and that have successfully completed a background check. The Interns shall be supervised by the Practicum Site Director in accordance with Practicum Site's administrative policies, procedures rules and

regulations, as well as applicable federal and state laws and regulations. Interns shall receive clinical supervision from UEC staff clinical supervisors. University Psychology Department Faculty shall also develop and regularly update Program curriculum. It is the sole responsibility of the University to make sure the Program curriculum and supervision of the clinical experience provided meets the State's requirements.

E.2 **Records and Evaluations.** Practicum Site shall maintain complete records and reports on Interns' performance and shall provide an evaluation to University on forms the University shall provide.

E.3 **Withdrawal of Interns**. Practicum Site may request that University and UEC withdraw from the Program any Intern who Practicum Site determines is not performing satisfactorily, refuses to follow Practicum Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once UEC receives the request in writing, CSUSB will take appropriate steps to comply. Notwithstanding CSUSB's consideration of removing any student from the Program, County reserves the right to deny any Intern access to the Practicum Site for any violations of County rules or policies.

E.4 **Emergency Health Care/First Aid.** Practicum Site shall, on any day when an Intern is receiving training at its facilities, provide to that Intern necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this contract, Practicum Site shall have no obligation to furnish medical or surgical care to any Intern. UEC agrees to indemnify, defend and hold County harmless for any liability arising out of the provision of any medical care or emergency aid administered to any Intern pursuant to this section in accordance with Section G herein.

E.5 **Practicum Site's Confidentiality Policies.** As trainees, Interns shall be considered members of Practicum Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Practicum Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Practicum Site shall provide Interns with substantially the same training that it provides to its regular employees.

E.6 **Practicum Site Clinical Supervisor Requirements.** Practicum Site shall provide the Practicum Site Clinical Supervisors with sufficient and specific time in the work schedule to carry out the supervision duties of the Intern's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license. The minimum requirements for these duties include:

E.6.1 Allocation of sufficient time to meet with the supervisee based on the requirements set forth by the Board of Behavioral Science Examiners;

E.6.2 Allocation of sufficient time to meet directly with the Intern for purposes of supervision feedback and discussion periodically during the course of supervision;

E.6.3 Allocation of sufficient time for the Practicum Site Clinical Supervisor to communicate with the University's assigned faculty.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed $5,070,813, as detailed in Exhibit B, "Program Budget", attached hereto and incorporated herein by reference. UEC will submit a detailed invoice to the Practicum Site Supervisor for services provided which includes, but is not limited to Interns/employees' name, dates of service, services provided. The consideration to be paid to UEC, as provided herein, shall be in full payment for all UEC's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 The County will audit invoices for accuracy and may require additional information or corrections from UEC prior to issuing payment. The County shall make payment to UEC within sixty (60) working

days after receipt of invoice or the resolution of any billing dispute. "Working days" for purposes of this Section are days the County is open for business (Monday through Friday, excluding Holidays). The County reserves the right to refuse payment for any unsatisfactory work or services provided by personnel not appropriately licenses or certified as required and will deduct the charges for those services from UEC's invoices.

F.3 UEC shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. UEC shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

UEC agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers ("Indemnities"), from any and all claims, actions, losses, damages and/or liability arising out of this Contract resulting from the negligent acts, errors or omissions of UEC, its authorized officers, employees, agents or volunteers for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law.

G.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 named insured 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.

G.3 Waiver of Subrogation Rights

UEC 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 UEC and UEC's employees or agents from waiving the right of subrogation prior to a loss or claim. UEC hereby waives all rights of

subrogation against the County. UEC hereby certifies that all persons providing services pursuant to this agreement are employed by, or under control, of UEC.

G.4 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.

G.5 Severability of Interests

UEC 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 UEC and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

UEC 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 such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and UEC shall maintain such insurance from the time UEC commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, UEC shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.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".

G.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.

G.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 UEC or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.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. UEC 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.

G.11 UEC agrees to provide insurance set forth in accordance with the requirements herein. If UEC uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, UEC agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, UEC shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.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 including volunteers providing services on behalf of UEC and all risks to such persons under this contract.
If UEC 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.

G.11.2 Commercial/General Liability Insurance – UEC shall carry General Liability Insurance covering all operations performed by or on behalf of UEC 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.

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

G.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.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

or

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

or

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 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.

G.11.6 Reserved

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $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.

G.11.8 **Abuse/Molestation Insurance** – UEC shall have abuse or molestation insurance providing coverage for all employees and/or students 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.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of UEC in the delivery of services provided under this Contract. UEC shall give full cooperation, in any auditing or monitoring conducted. UEC shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by UEC to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford UEC thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

b. Discontinue reimbursement to UEC for and during the period in which UEC is in breach, which reimbursement shall not be entitled to later recovery; and/or
c. Withhold funds pending duration of the breach; and/or
d. Offset against any monies billed by UEC but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
e. Terminate this Contract immediately and be relieved of the payment of any consideration to UEC.

In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to UEC under this Contract and the balance, if any, shall be paid by UEC upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
655 E. Third Street
San Bernardino, CA 92415-0061

UEC
University Enterprises Corporation at CSUSB
California State University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407-2393
FAX: (909) 537-7028

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, 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 this Contract not expressly set forth herein are of no force or effect. This Contract 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 this Contract and signs the same of its own free will.

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 this Agreement and any of its subsequent amendments. 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 Agreement upon request

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

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

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 08 2021

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

University Enterprises Corporation at CSUSB
(Print or type name of corporation, company, contractor, etc.)

By ► Diane Trujillo
(Authorized signature - sign in blue ink)

Name Diane Trujillo
(Print or type name of person signing contract)

Title Director - Sponsored Programs Administration
(Print or Type)

Dated: 5/19/2021

Address California State University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407-2393

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Richard D. Luczak, Deputy County Counsel		John Ades, Captain
Date 5/24/2021	Date	Date 5/24/2021

San Bernardino County Sheriff/Coroner/Public Administrator
Family Attachment Interventions Through Healing Solutions (FAITHS)
Throughcare Program

EXHIBIT A
Clinical Services

University-UEC agree to provide the following:

Section 1: Protocols

1. Through the Family Attachment Interventions Through Healing Solutions (FAITHS) Throughcare Program, the University will recruit, train, and administrate Master of Science interns in salient Social and Behavioral Science fields—e.g. Clinical/Counseling Psychology, Social Work, Licensed Professional Clinical Counselor, etc. (Interns)—from various University Partners willing to contract with the San Bernardino County Sheriff's Dept (SBCSD) through an MOU in order to provide in-custody and out-of-custody psychotherapeutic interventions to justice-involved individuals and their families.

2. The University will conduct the preliminary vetting process for all Interns prior to the background check conducted by the SBCSD, upon which Practicum Site participation is contingent.

3. Interns from various University Partners who pass the SBCSD background check and accept the Intern position will then be under the direct administration of the University while at the Practicum-Site.

4. Administration of Interns from various University Partners will be facilitated by the University based on staffing provided through the contract between the University and SBCSD. Administration includes:
    a. Establishing and maintaining relationships between the University, SBCSD, and University Partners.
    b. Scheduling, planning, and coordinating all activities by Interns at the Practicum-Site
    c. Providing researched-based psychotherapeutic interventions.
    d. Providing research-based training for Interns in order to facilitate research-based psychotherapeutic interventions.
    e. Providing clinical supervision in accordance with the California Board of Behavioral Science Examiners and University Partners.
    f. Ensuring University Partner requirements for Interns during practicum year are fulfilled.

5. The duration of Intern participation at the Practicum Site will be based on the academic schedule of the University Partner.
    a. University Partners may agree to allow Interns to extend the duration of their Practicum Site participation beyond the University Partners' academic schedules through special arrangements agreed upon by the University and SBCSD.

6. Researched-based psychotherapeutic interventions conducted by the FAITHS Throughcare Program through the administration of Interns from various University Partners will be provided to justice-involved individuals and their families at the San Bernardino County jail facilities and community based County locations based on the needs and discretion of facility/location administration as well as the needs and availability of the University, University Partners, and total number of Interns.

Section 2: Psychotherapeutic Interventions Descriptions

The following are a sample of research-based psychotherapeutic interventions utilized by the FAITHS Throughcare Program. Additional psychotherapeutic interventions will be developed based on the in-custody and out-of-custody needs of justice-involved individuals and their families, continued research on best practices, and requests of SBCSD.

1. Trauma Recovery and Family Relations (TR&FR):
    a. The TR&FR class is an attachment-based psychotherapeutic educational course designed specifically for justice-involved individuals. The curriculum is two-fold; first, facilitators use parenting principles based on empirical research with the goal of enhancing the quality of parent/child attachments, providing positive child guidance strategies, working toward family reunification, and strengthening overall family/social relationships. Research has shown that improving the developmental outcome of children of incarcerated parents through parenting education reduces delinquency and future incarceration rates for those children.

    b. Secondly, trauma-informed treatment is incorporated since studies indicate that many justice-involved individuals come from families where drug and alcohol use is common, education levels are low, and parental incarceration occurred frequently. In addition, many of these individuals have personal histories of sexual, physical, and emotional abuse, as well as their own struggles with substance use. Without the parent processing through their own unresolved trauma and creating a coherent life narrative, evidence shows that they are exceedingly likely to recapitulate maladaptive relational patterns with their own children, perpetuating the intergenerational cycle of incarceration, trauma, and addiction.

    c. Data are also collected through pre/post-assessments.

2. Teaching and Loving Kids (TALK):
    a. Parents who are in the TR&FR classes are eligible to apply for weekly in-custody contact visits with their children under supervision and guidance.

    b. The TALK program is a 1-½ hour contact visit between the incarcerated parent and their child(ren). Facilitated by a Talk Lead Associate (staff position) and TALK Associates (interns trained in developmentally appropriate practices and positive child guidance), the children are brought into the facility and introduced to a child-friendly, daycare-inspired, indoor/outdoor location. The room is outfitted with books, games, crafts, athletic equipment, and other items designed to encourage parent/child bonding. TALK Associates introduce the children to the room, but once the parent arrives staff adopts a hands-off observational approach to facilitate parental engagement. Intervention only takes place if a parent requests assistance (e.g., parents with multiple children) or an interaction is taking place that requires healthy redirection. Cookies and milk are provided, transitional warnings are used to keep parents and children aware of their time, and children are taken back to the caregivers after the 1-½ hours. Parents are then debriefed to discuss thoughts, emotions, and parenting opportunities that were utilized or potential areas for healthier future interactions.

    c. Data are also collected through observations and scoring assessments.

3. Transitional Care Plans (TCPs):
    a. Bridging the gap between incarceration and reentry, TCPs are personalized resource packets created to meet the needs of the justice-involved individuals upon their release. Interns meet with each individual to discuss their situation upon reentry and based upon the

specific needs of the justice-involved individual, the intern designs an up-to-date resource guide from their pool of community resources.

b. Even as, upon reentry, the FAITHS Throughcare Program will continue to provide program services to the justice-involved individual and their family as identified by assessments, interns will reach out to community members and build a comprehensive understanding of the resources/services available as well as a collaborative alliance. This is in order to facilitate a 'soft handoff' to community partners being utilized by the justice-involved individual.

c. Data is collected and maintained.

4. Counseling:
   a. Interns will have the opportunity to provide counseling services to individuals during their tandem class facilitation (one will teach while the other counsels in an adjacent room). Counseling is a collaborative effort between the clinical intern and the client. Due to the time restrictions on the duration of sessions, the intern's primary goal is to provide a therapeutic alliance by acting as a holding environment where the justice-involved individual is given the permission to express their thoughts and feelings with respect and without judgment. Additionally, the intern has the goal of promoting the idea of therapy and other mental health services, so the justice-involved individual will continue with the development of their mental health upon release.

   b. Counseling will be an integration of techniques learned during the intern's education, training, and clinical counseling.

   c. Clinical Documentation is recorded and maintained following BBS guidelines.

5. Anger Management/Cognitive Skills (AM/CS):
   a. Using an integrated approach, the AM/CS class pulls from cognitive behavior therapy, mindfulness, developmental neuropsychology, attachment, and interpersonal process theory to offer justice-involved individuals a new and healthy framework from which to view themselves, others, and the world in order to gain a level of control over their own thoughts, feelings, and ultimately…actions. Justice-involved individuals develop an understanding of their phenomenological world and how those thoughts and feelings are impacted in a systemic way by their biology, development, as well as the environment and people with which they live.

   b. Additionally, affect regulation, and not simply anger management, is a primary focus of the class. Through the vehicle of a collaborative alliance with the facilitator, justice-involved individuals explore and develop an understanding of their inner and outer world with psychoeducation, thought records, self-compassion exercise, gratitude journals, mindfulness meditations, and other practical tools to mitigate their cycles of rage.

   c. Data are also collected through pre/post assessments.

San Bernardino County Sheriff/Coroner/Public Administrator
Family Attachment Interventions Through Healing Solutions (FAITHS)
Throughcare Program

EXHIBIT B
Program Budget
June 1, 2021 Through June 30, 2024

PERSONNEL	Unit Cost	Year 1 06/01/21 to 05/31/22	Year 2 06/01/22 to 05/31/23	Year 3 06/01/23 to 05/31/24	Year 4 06/01/24 to 06/30/24	Cumulative
A. Salaries/Wages & Operation Expenses						
Executive Director: Dr. Laura Kamptner						
Professor, Psychology & Director, PIP		$ 14,532	$ 14,895	$ 15,268	$ 1,304	$ 45,999
3 units course release (12.5%) Years 1-3: 1 unit course Year 4						
Administative Support (ICDFR)						
0.5 FTE		$ 2,000	$ 2,050	$ 2,101	$ 179	$ 6,331
Executive Director of Operations		$ 127,779	$ 130,973	$ 134,247	$ 11,467	$ 404,466
Cost of living increase of 2.5% per year, commensurate with SBC						
Director of Reentry Operations		$ 112,258	$ 115,064	$ 117,941	$ 10,074	$ 355,336
Cost of living increase of 2.5% per year, commensurate with SBC						
Administrative Research Analyst		$ 70,550	$ 72,314	$ 74,122	$ 6,331	$ 223,317
Cost of living increase of 2.5% per year, commensurate with SBC						
Clinical Service Supervisor	$ 99,600.00					
Cost of living increase of 2.5% per year, commensurate with SBC						
Total for Two (2) Clinical Supervisors		$ 199,200	$ 204,180	$ 209,285	$ 17,876	$ 630,541
Clinical Services Practitioner	$ 62,250.00					
Cost of living increase of 2.5% per year, commensurate with SBC						
Total for Two (4) Social Services Practitioner		$ 249,000	$ 255,225	$ 261,606	$ 22,345	$ 788,176
Clinical Manager ($100 per hour x 750 hrs/yr, Yrs 1, 2, 3; 80 hours in Year 4) - Parttime/Non Benefitted		$ 75,000	$ 75,000	$ 75,000	$ 8,000	$ 233,000
Graduate Student Interns approximately 32~40 interns		$ -	$ -	$ -	$ -	$ -
Total Salary & Wages		**$ 850,318**	**$ 869,701**	**$ 889,568**	**$ 77,578**	**$ 2,687,165**
B. Fringe Benefits	*Fringe Rate*					
Executive Director	1.45%	$ 211	$ 216	$ 221	$ 19	$ 648
Administative Support (ICDFR)	53.00%	$ 1,060	$ 1,087	$ 1,114	$ 95	$ 3,355
Executive Director of Operations	53.00%	$ 67,723	$ 69,416	$ 71,151	$ 6,077	$ 214,367
Director of Reentry Operations	53.00%	$ 59,496	$ 60,984	$ 62,508	$ 5,339	$ 188,328
Admistrative Research Analyst	53.00%	$ 37,392	$ 38,326	$ 39,284	$ 3,356	$ 118,358
Clinical Manager - Parttime/Non Benefitted	8.71%	$ 6,533	$ 6,533	$ 6,533	$ 697	$ 20,294
Clinical Service Supervisor (2)	53.00%	$ 105,576	$ 108,215	$ 110,921	$ 9,474	$ 334,187
Social Services Practitioner (4)	53.00%	$ 131,970	$ 135,269	$ 138,651	$ 11,843	$ 417,733
Total Fringe Benefits		**$ 409,960**	**$ 420,045**	**$ 430,383**	**$ 36,901**	**$ 1,297,289**
Total Salaries, Wages, & Fringe Benefits		**$ 1,260,278**	**$ 1,289,746**	**$ 1,319,952**	**$ 114,478**	**$ 3,984,454**
Other Direct Costs (Training, Presentations, & Supplies)		**$ 12,000**	**$ 12,000**	**$ 12,000**	**$ 4,000**	**$ 40,000**
Total Project DIRECT COSTS		**$ 1,272,278**	**$ 1,301,746**	**$ 1,331,952**	**$ 118,478**	**$ 4,024,454**
Indirect/overhead costs: 26% - off campus rate	26%	$ 330,792	$ 338,454	$ 346,307	$ 30,804	$ 1,046,358
Total PROJECT COSTS		**$ 1,603,070**	$ 1,640,200	**$ 1,678,259**	**$ 149,283**	**$ 5,070,813**