

**CONTRACT FOR CLINICAL AND INSTRUCTIONAL PROGRAMS  
BETWEEN  
LOMA LINDA UNIVERSITY  
AND  
PERRIS UNION HIGH SCHOOL DISTRICT**

**THIS AGREEMENT**, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **PERRIS UNIFIED SCHOOL DISTRICT**, hereinafter called "the Facility."

**WITNESSETH**

**THAT WHEREAS** the University has established approved School of Behavioral Health (SBH) professional programs requiring special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the SBH Program"; and

**WHEREAS** the SBH Program requires facilities where students can obtain the professional and/or clinical learning experiences required in the curriculum; and

**WHEREAS** the Facility has the professional and/or clinical setting and equipment needed by the SBH Program trainees as part of their practical learning experience;

**NOW THEREFORE** in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

**1. RESPONSIBILITIES OF THE FACILITY**

1.1 The Facility will provide suitable professional and/or clinical experiences as prescribed by the SBH Program curriculum and objectives to be provided by the University's SBH Program under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's professional and/or clinical learning experience in the SBH

Program. This will involve planning between responsible SBH Program Representative and designated Facility personnel for the assignment of students to specific professional and/or clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the SBH Program specific professional and/or clinical practice experiences. That person will be known as the Facility Training Designee. The Facility will notify the University in writing of any change or proposed change of the Facility Training Designee.

1.3 The Facility will permit, on reasonable request, the inspection of professional and/or clinical and related facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a SBH Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the professional and/or clinical learning experience shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for professional and/or clinical instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility shall provide necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical or surgical care to any student. The cost for any and all medical care provided shall be borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the student's activities while at the Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

1.10 The Facility will ensure that student(s) exposed to tuberculosis at professional and/or clinical Facility will be managed according to the policy of the Facility. Facility agrees to notify the University's Student Health Service of the occurrence of such exposure to University student(s). Such notification will be subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## **2. RESPONSIBILITIES OF THE UNIVERSITY**

2.1 The University will withdraw a student from the professional and/or clinical program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the SBH Program Designee, after consultation with the Facility, to help plan the professional and/or clinical training program for student learning experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as

well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability (malpractice insurance) as set forth in paragraph 5 below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will ensure that, prior to placement, each student has taken or signed a waiver of declination of the Hepatitis B series and has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

2.8 The University will agree that each student participating in the SBH Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the professional and/or clinical experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the SBH Program representative for action according to University Policy.

2.9 The University will ensure that, prior to professional and/or clinical placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of retesting for student(s) based on University Protocol and Guidelines.

2.10 The University will ensure that, prior to professional and/or clinical placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; d) Ruboela (2MMRs); and e) COVID-19.

2.11 The University will provide to Facility a copy of a personal information sheet for students if requested to do so by the Facility.

### **3. RESERVATION OF RIGHTS; PLACEMENT**

The University reserves the right to withhold placement of the SBH Program

students depending upon the availability of facilities and personnel to adequately provide a satisfactory professional and/or clinical experience.

**4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED**

Recognizing that the specific nature of the professional and/or clinical experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, that the SBH Program may develop curriculum plans with their professional and/or clinical counterparts in the Facility to formalize operational details of specific professional and/or clinical learning experience.

**5. UNIVERSITY INSURANCE AND INDEMNIFICATION**

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. Hospital Professional Liability coverage with limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate of three million dollars (\$3,000,000.00) for each student or faculty.
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation

of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **6. FACILITY INSURANCE AND INDEMNIFICATION**

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. Professional Liability coverage with limits of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands,

costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

**7. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

**8. NONDISCRIMINATION**

The Facility and the University agree that neither will unlawfully discriminate on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, medical condition, physical handicap, mental condition, veteran's status, or age, in the provision of any of its services. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

**9. TERMINATION**

This Agreement will be effective on the last date of signature and shall continue for a period of five (5) years. Either party may terminate this Agreement upon sixty (60) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed their professional and/or clinical learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled professional and/or clinical learning experience, and the University and the Facility shall cooperate to accomplish this goal.

#### **10. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

#### **11. CONFIDENTIALITY**

The University will require students to maintain the confidentiality of patient information obtained during the professional and/or clinical experience at the Facility. All information obtained from patients/clients, their records or computerized data is to be held in confidence and no copies of patient/client records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation or order. Failure to comply will result in the



immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify patients/clients in papers, reports or case studies without first obtaining permission of the Facility and the patient/client, utilizing the patient/client confidentiality policies and procedures of the Facility.

**12. NONASSIGNMENT AND SUBCONTRACTING**

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

**13. GENERAL**

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for patient/client care and the services it provides. The parties understand that the Facility must comply with all State and Federal regulations, and accreditations as applicable to the running of the Facility.

**14. NOTICES**

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:

Office of the Dean,  
School of Behavioral Health

Loma Linda University  
Loma Linda, CA 92350

Facility:

Perris Union High School District  
155 E 4<sup>th</sup> Street  
Perris, CA 92570

**15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement effective the last date of signature by and between **LOMA LINDA UNIVERSITY** ("University") and **PERRIS UNION HIGH SCHOOL DISTRICT** ("Facility").

University:

Facility:

LOMA LINDA UNIVERSITY  
11130 Anderson Street  
Loma Linda, CA 92350

PERRIS UNION HIGH SCHOOL DISTRICT  
155 E 4<sup>TH</sup> Street  
Perris, CA 92570

By \_\_\_\_\_  
Richard H. Hart, MD, DrPH  
President

By \_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Beverly Buckles, DSW  
Dean, School of Behavioral Health

Date: \_\_\_\_\_

REVISED: February 2022

LT/Practicum/Agreements-Contracts/LLU-TMPLT 2019

# EXHIBIT A

Loma Linda University – School of Behavioral Health (SBH) Programs covered under this agreement as applicable to the services provided by the Facility and program degree requirements:

**Department of Counseling and Family Sciences:**

Child Life Specialist — (M.S.)  
Counseling — (M.S.)  
Drug and Alcohol Counseling — (Certificate)  
Marital and Family Therapy — (M.S.) (D.M.F.T.)  
School Counseling (PPS) — (Certificate)  
Systems, Families, and Couples — (Ph.D.)

**Department of Psychology:**

Clinical Psychology — (PsyD)  
Clinical Psychology — (Ph.D.)

**Department of Social Work and Social Ecology:**

Doctor of Social Work — (D.S.W.)  
Criminal Justice — (M.S.)  
Gerontology — (M.S.)  
Play Therapy — (Certificate)  
Social Work — (M.S.W.)  
Social Welfare and Social Research — (Ph.D.)

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