

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA STATE UNIVERSITY SAN BERNARDINO
AND
VENTURA COUNTY BEHAVIORAL HEALTH**

This Memorandum of Understanding, referred to as the “Agreement,” is made and entered into by and between **California State University San Bernardino**, hereinafter referred to as the “Institution,” and the County of Ventura on behalf of its Ventura County Behavioral Health department (VCBH), herein after referred to as the “Facility,” to set forth the roles and responsibilities of a Mentored Internship Program (“MIP”) at the Facility, where 1) graduate level students in Social Work, Counseling, Marriage and Family Therapy, or Psychology will obtain clinical experience and training under the supervision of licensed practitioners and 2) undergraduate students who are enrolled in appropriate coursework will obtain field experience under administrative and mentoring supervision. Hereinafter, students participating in these MIPs may be referred to as “Interns,” “Trainees,” or “Practicum student,” depending on their level of training and discipline.

WHEREAS, the Facility may have clinical training opportunities available in Social Work, Marriage and Family Therapy, or Psychology, Counseling, Addictive Disorders Studies, Outreach and Case Management; and

WHEREAS, clinical experience is a required and integral component of the Institution’s Social Work, Counseling, Addictive Disorders Studies, Marriage and Family Therapy, or Psychology curriculum; and

WHEREAS, the Institution desires the cooperation of the Facility in the development and implementation of the clinical experience phase of its Social Work, Counseling, Addictive Disorders Studies, Marriage and Family Therapy, or Psychology curriculum; and

WHEREAS, the Facility recognizes the value of the clinical experience that the programs it administers and the services it provides afford students pursuing an education and/or degrees in Social Work, Counseling, Addictive Disorders Studies, Marriage and Family Therapy, or Psychology; and

WHEREAS, the Facility wishes to join the Institution in the development and implementation of clinical experience for Social Work, Counseling, Addictive Disorders Studies, Marriage and Family Therapy, and Psychology students; and

NOW, THEREFORE, in consideration of the mutual agreements set forth therein, the Institution and the Facility enter into this Agreement on the terms and conditions set forth below.

The Institution and the Facility hereby mutually agree:

1. To establish the educational objectives for the clinical experience, devise methods for their implementation and continually evaluate those objectives and methods to determine the effectiveness of the MIP(s).
2. To allow all Interns/Trainees/Practicum Students to participate in the MIP as a “Telecommuter” as long as the Facility operationally can support this experience and the students’ work location is approved by the Facility.
3. To allow Interns/Trainees/Practicum Students to perform services in the “telehealth” mode. “Telehealth” is the mode of delivering health care (including mental health) via information and communication technologies, including, but not limited to, telephone and/or internet and follow all applicable laws, including obtaining and documenting that the client was informed about the use of telehealth. All laws regarding confidentiality or health care information and a patient’s right to their medical information shall apply to all MIP activities.
4. To allow Interns/Trainees/Practicum Students to obtain and receive supervision via videoconferencing if approved by the Facility.
5. To make no unlawful distinction among interns or trainees covered by this Agreement in accordance with the California Constitution Article 1 Section 31 and Government Code section 12940. For the purpose of this Agreement, unlawful distinctions on the grounds of the protected categories listed in the above-referenced sections of the California Constitution and the California Government Code include, but are not limited to the following: unlawfully denying an intern or trainee any service or benefit or availability or a facility; unlawfully providing any service or benefit to an intern or trainee which is different or is provided in a different manner or at a different time from that provided to other interns or trainees under this Agreement; unlawfully subjecting an intern or trainee to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others; in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement or condition which individuals must meet in order to be provided any service or benefit.

The Institution agrees:

1. To designate a liaison or coordinator, hereinafter referred to as “Academic Coordinator,” to administer the Institution’s responsibilities related to the MIP and this Agreement.
2. To assume responsibility for assuring compliance with the educational standards established by the California State Board of Psychology, the California Board of Behavioral Sciences, or any other relevant authority.
3. To establish and maintain ongoing communication between the Academic Coordinator and the Training Coordinator of the Facility on items pertinent to the Social Work, Counseling, Nursing, Marriage and Family Therapy, Psychology, or Addictive Disorders Studies education or clinical supervision. On-site visits at the Facility will be arranged when feasible upon request by the Academic Coordinator.

4. To coordinate with the Training Coordinator and the Facility, at the time mutually agreed upon, to discuss the assignments of Interns/Trainees/Practicum Students, including the name of the students, level of academic preparation, and length and dates of the clinical experiences.
5. To refer to the MIP only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and are enrolled in Institution required coursework.
6. To advise Interns/Trainees/Practicum Students to comply with the rules and regulations of the Facility and all reasonable directions given by qualified Facility personnel.
7. To advise Interns/Trainees/Practicum Students that they are required to be in good physical health to complete fieldwork and that they must be screened for TB and meet California Department of Public Health (CDPH) COVID19 vaccination and masking requirements. The Facility will arrange for testing and reading of results at no cost to the Institution or the Intern/Trainee/Practicum Student. The Intern/Trainee/Practicum Student may opt to have the test done by their own physician and incur applicable costs, and the intern must agree to share the TB results and vaccination record with the Facility.
8. To advise Interns/Trainees/Practicum Students that they are required to complete a background clearance, which shall be conducted by the Facility at no cost to the Institution or the Interns/Trainees/Practicum Students, and that their participation in the MIP is contingent upon satisfactory completion of the background clearance.
9. To establish a written policy requiring Interns/Trainees/Practicum Students to secure appropriate professional liability insurance either through a certificate of insurance provided by the Institution or through purchase of individual professional liability insurance. All Interns/Trainees/Practicum Students will be covered by professional liability insurance and will provide the Facility with written evidence of this coverage.
10. To supply the Training Coordinator at the Facility with the appropriate forms to be used in evaluating the performance of the Intern/Trainee/Practicum Student.
11. To advise Interns/Trainees/Practicum Students that they will be bound by all Ventura County Health Care Agency and VCBH confidentiality and privacy policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality and privacy of patient and Intern/Trainee/Practicum Student records, data, and information.
12. To participate in MIP Tailored Implementation Plan activities as may be required by the MIP grant agreement between VCBH, DHCS, and AHP, including but not limited to:
 - a) Collaborate for recruitment, matching, on-boarding, training, and support of Interns/Trainees/Practicum Students; and
 - b) Participate in required periodic VCBH sponsored training meetings to learn about the MIP project.
13. To participate in required MIP technical assistance and training as may be required by the MIP grant agreement between VCBH, DHCS, and AHP.

14. To participate in required online regional and statewide Learning Collaborative sessions as may be required by the MIP grant agreement between VCBH, DHCS, and AHP.

The Facility agrees:

1. To provide the physical facilities and equipment necessary to conduct the clinical experience of the MIP.
2. To designate a “Training Coordinator” who will be responsible for organizing and coordinating the supervision of the interns or trainees and the planning and implementation of the MIP.
3. To provide the clinical supervisors in the clinics and sites with sufficient time to supervise, plan and implement the MIP including, when feasible, time to attend relevant meetings and conferences.
4. To assume responsibility for assuring compliance with the supervision standards and all other requirements for training of interns or trainees in internships, traineeships, or field of placement of any kind as established by the California State Board of Psychology, the California Board of Behavioral Sciences, or other regulatory authority. Weekly direct supervisor contact may be via two-way, real-time videoconferencing that is Health Insurance Portability and Accountability Act (HIPAA) compliant.
5. To advise the Institution of any changes in personnel, operation, or policies that may affect Interns/Trainees/Practicum Students’ MIP experiences.
6. To determine the number of Interns/Trainees/Practicum Students which it can accommodate during a given period of time and, in the Facility’s sole discretion, limit the number of Interns/Trainees/Practicum Students to participate in the MIP.
7. To inform the Interns/Trainees/Practicum Students of the Facility’s requirements for acceptance to the MIP, i.e., health status, professional liability insurance requirements, etc.
8. To provide Interns/Trainees/Practicum Students with a copy of the Facility’s existing pertinent rules and regulations with which the Intern/Trainee/Practicum Student must comply.
9. To make available, whenever possible, emergency health care for Interns/Trainees/Practicum Students. Interns/Trainees/Practicum Students will otherwise be responsible for their own health care, including maintaining their own medical insurance.
10. To evaluate the performance of the Interns/Trainees/Practicum Students on a regular basis using the evaluation form(s) supplied by the Institution. Completed evaluation forms will be forwarded to the Institution in a timely manner prior to the conclusion of Interns/Trainees/Practicum Students’ MIP experience, and afterward, if applicable.
11. To advise the Institution, at least by midterm, of any serious deficiency noted in the ability of an Intern/Trainee/Practicum Student to progress toward achievement of the stated objectives of the particular Intern/Trainee/Practicum Student’s clinical experience. It will then be the mutual

responsibilities of the Intern/Trainee/Practicum Student, his/her Training Coordinator, Clinical Supervisor(s) at the site(s), and the Academic Coordinator to devise a plan by which the Intern/Trainee/Practicum Student may be assisted to achieve the stated objectives.

12. To have the right to terminate any Intern/Trainee/Practicum Student whose health, as permitted by law, or performance, is a detriment to patient well-being or the achievement of stated objectives of the MIP after conferring with the Academic Coordinator.
13. To provide for and support continuing education and professional growth and development of those staff who are responsible for Intern/Trainee/Practicum Student mentorship and/or supervision.
14. To restrict access by Intern/Trainee/Practicum Student to any patient or client records except in the course of Intern/Trainee/Practicum Student performance of the MIP duties. Intern/Trainee/Practicum Student will be bound by all Ventura County Health Care Agency and VCBH confidentiality and privacy policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality and privacy of patient and Intern/Trainee/Practicum Student records, data, and information.
15. To comply with the Federal, State, and local laws and ordinances concerning human subject research if an Intern/Trainee/Practicum Student participates in a research program.
16. To provide Institution with notices of required MIP activities.

PAYMENT TERMS

1. Subject to the terms and conditions of this Agreement, the Facility will provide Institution a stipend award budget amount not to exceed \$5,000. The stipend award budget is designed to be used solely to support MIP required activities. This award consists of an award of \$5,000 for the one student placed at a MIP internship site academic year 2023-24. The award is to be invoiced in two equal payments which will be paid within 45 business days of receipt of a complete and accurate invoice on the Institution's letterhead and with the information required by Facility.
2. The Institution will invoice Facility for half of the \$5,000 stipend award no later than March 15, 2024, and for the second half of the stipend award no later than September 15, 2024, provided Facility receives invoices for those periods prior to these dates.

GENERAL TERMS AND CONDITIONS

1. The parties hereto agree that Interns/Trainees/Practicums Students are fulfilling specific requirements for clinical experiences as part of a certificate or degree requirement, and therefore shall be considered "volunteers" and not employees of either the Institution or the Facility for any purpose, including but not limited to any salary or other compensation, Worker's Compensation, employee benefit programs, or any other purpose.

2. The Facility's Internship Training Coordinator may complete and sign training agreement documents that are submitted by the Institution that specify Interns/Trainees/Practicums Students' planned educational/internship program details. Completion of these training agreement documents is for informational purposes only, and this Agreement shall be the governing legal document between the parties hereto regarding the subject matter hereof.
3. The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to persons or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees and arising out of performance of this Agreement.
4. Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability. The Institution's general liability insurance shall have minimum liability coverage of \$3,000,000 per occurrence and \$5,000,000 aggregate. The Institution's professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The Institution shall provide a certificate of insurance that names the County of Ventura and Ventura County Behavioral Health as Additional Insured as respects to work done by Institution under the terms of this Agreement on all policies required (except Workers' Compensation and Professional Liability). Interns or trainees shall provide the Facility with a certificate evidencing their professional liability coverage prior to beginning any clinical work with clients.
5. This Agreement shall be effective for a 15-month term, beginning October 1, 2023 through December 31, 2024.
6. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.
7. If either party wishes to terminate this Agreement prior to the end of its normal term, thirty (30) days written notice shall be given to the other party. However, in the case of material breach of this agreement by either party, the Facility, and the Institution both have the right to terminate this Agreement immediately.

FOR THE INSTITUTION: CALIFORNIA STATE UNIVERSITY SAN BERNARDINO

by: _____ Date

FOR THE FACILITY: VENTURA COUNTY BEHAVIORAL HEALTH

by: _____
Loretta L. Denering, DrPH, MS, Acting Director, Ventura County Behavioral Health Date