



## Mentored Internship Program (MIP)

### Memorandum of Understanding (MOU)

This MOU is between County of Tulare (COUNTY)  
and Fresno Pacific University (FPU)

#### Purpose and Scope

The purpose of this MOU is to define the roles and responsibilities of each party as they relate to participating in the Behavioral Health Workforce Development Mentored Internship Program (BHWD MIP).

#### Term of MOU

This MOU is effective as of April 01, 2022 and is valid upon final signatures and duly executed by the authorized representative of the parties and shall remain in full force and effect until the close of the Mentored Internship Program contract on September 29, 2023, unless terminated by the COUNTY before that date. The COUNTY may terminate this MOU with or without cause upon providing FPU at least 30 days' advance written notice specifying the date of termination.

#### Payment for Services

Services shall be rendered in accordance with this MOU. The COUNTY shall compensate FPU with a onetime payment of \$20,000 for the BHWD MIP services provided. The COUNTY will compensate FPU upon completion of the MIP Educational Partner Capacity Survey and execution of this MOU.

#### Responsibilities of COUNTY

- collaborate/partner with FPU to identify interested student applicants and support them through the internship application process
- develop ongoing connections for interested students to develop their talent related to careers in BH in their local communities and statewide
- identify an internship coordinator to assist in matching interns to mentors, handling any conduct issues, working with schools to advertise for applicants, and ensuring that interns receive their needed supervision
- identify and train mentors to effectively provide professional shadowing and strength-based guidance while assessing individual intern's capacity and enabling support for them to engage in hands-on service tasks that are appropriate to the intern's skill level and experience
- participate by sending at least two representatives to quarterly Learning Collaboratives/ Learning Communities, as well as monthly training webinars and monthly coaching calls related to the





development and improvement of a Mentored Internship partnership with FPU and to improvement of the internship experience at our organization

## Responsibilities of Fresno Pacific University

- collaborate/partner with the COUNTY to identify and refer interested student applicants and support them through the internship application process
- outreach development: maintain ongoing connections for interested students to develop their talent related to careers in BH in their local communities and statewide
- assist BH Staff (such as an internship coordinator) in handling any conduct issues
- participate by sending at least one representative to quarterly Learning Collaboratives/Learning Communities
  - When registering for these events FPU will use ID #MIPTUB1
- participate in training webinars and coaching calls related to the development and improvement of a Mentored Internship Program partnership with the COUNTY
  - When registering for these events FPU will use ID #MIPTUB1
- complete and submit the MIP Educational Partner Capacity Survey
  - survey link - <https://buildingcalhhs.questionpro.com/t/AVTOLZv42J>
- seek training and technical assistance as appropriate to support the development of behavioral health staff within COUNTY
- provide quarterly report to COUNTY of grant responsibilities listed above
  - total number of MIP interns engaged at your site based on educational level
  - recruitment challenges and strategies
  - outreach efforts
  - total number of Learning Collaboratives/Learning Communities attended; total number of staff in attendance
  - total number of training webinars and coaching attended; total number of staff in attendance
- **Indemnification**

(a) To the fullest extent permitted by law, FPU must indemnify, defend (at FPU'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of FPU with







respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of FPU, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). FPU'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then FPU'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from FPU'S duty to indemnify. FPU shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to FPU of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to FPU by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than FPU are responsible for the Claim does not relieve FPU from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if FPU asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then FPU may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. FPU'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. FPU'S liability for indemnification under this Agreement is in addition to any liability FPU may have to COUNTY for a breach by FPU of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit FPU'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) FPU must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.





## Fresno Pacific University:

DocuSigned by:

*Dr. McGrady*

Signature

A84016FFAFE8425...

Dr. McGrady

Name Printed

MFT Program Director, Seminary

Title

Fresno Pacific University

Organization

2/21/2023

Date

## Tulare County:

Signature

Dennis Townsend

Name Printed

Chair, Board of Supervisors

Title

County of Tulare

Organization

March 7, 2023

Date

ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By

*Jason T. Britt*

Deputy Clerk

Approved as to Form

COUNTY COUNSEL



By

*Ameet K. Nagra*

Deputy

Date: 2/22/23

Matter # 20221327

