

AGREEMENT FOR CLINICAL AND INSTRUCTIONAL PROGRAMS
BETWEEN
KAISER FOUNDATION HOSPITALS,
SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP,
AND
SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

THIS AGREEMENT, made by and between **KAISER FOUNDATION HOSPITALS (KFH)**, a California public benefit corporation, **AND THE SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP (SCPMG)**, a California partnership, hereinafter called "Kaiser Permanente" and **SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH (DBH)**, hereinafter called "DBH."

WITNESSETH

THAT WHEREAS Kaiser Permanente has established an approved program of special training covered by this Agreement, hereinafter referred to as the "Residency and/or Fellowship Program"; and

WHEREAS Kaiser Permanente requires facilities where psychiatry residents and/or fellows can obtain the clinical learning experience required in the curriculum; and

WHEREAS this Agreement will include psychiatry residents and/or fellows in the clinical training provided by DBH; and

WHEREAS DBH has the clinical setting and equipment needed by Kaiser Permanente residents and/or fellows as part of their practical learning experience;

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, Kaiser Permanente and DBH agree as follows:

1. RESPONSIBILITIES OF DBH

- A. DBH will provide suitable clinical experience situations as prescribed by the Residency and/or Fellowship Program curriculum and objectives to be provided by Kaiser Permanente under paragraph 2.C below. It is understood that in no case shall residents and/or fellows in learning situations replace regular staff.
- B. DBH will designate and submit in writing to Kaiser Permanente the professional and academic credentials of a person to be responsible for the Clinical Education Program. That person will be known as the Director of Medical Education. DBH will notify Kaiser Permanente in writing of any change or proposed change of the Director of Medical Education.
- C. DBH will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the Residency and/or Fellowship Program.
- D. DBH will recommend to Kaiser Permanente the withdrawal of a Residency and/or Fellowship Program psychiatry resident and/or fellow if: (a) the achievement, progress, adjustment or health of the resident and/or fellow does not warrant a continuation at DBH, or (b) the behavior of the resident and/or fellow fails to conform to the applicable regulations of DBH. DBH will assist Kaiser Permanente, if necessary, in implementing this recommendation.
- E. DBH reserves the right in accordance with paragraph 2.A below, exercisable in its discretion after consultation with Kaiser Permanente, to exclude any resident and/or fellow from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental to the proper administration of said Facility.
- F. DBH shall provide all equipment, supplies and access to appropriate resources needed for psychiatry education clinical instruction at DBH. The resident's and/or fellow's name/identification badge shall be provided by Kaiser Permanente.
- G. DBH will provide Residents with any necessary emergency health care or first aid for accidents occurring in DBH's facilities. Except as required by this Agreement, DBH shall have no obligation to furnish medical care to any Resident, and Kaiser Permanente shall provide and pay for all Resident health insurance. Except for those costs covered by DBH's indemnification obligation under Section 7A, Kaiser Permanente shall reimburse DBH for actual incurred costs incurred by DBH resulting from providing emergency health care or first aid that are not covered by Resident's insurance.
- H. DBH will provide Kaiser Permanente with a copy of the written regulations which will govern the resident's and/or fellow's activities while at DBH.

- I. It is understood and agreed that Kaiser Permanente is solely responsible and has primacy for the administration of its academic affairs and has the ultimate and final responsibility for the education and evaluation of its psychiatry residents and/or fellows. In support of the Residency and/or Fellowship Program's responsibilities, DBH will maintain records and reports on each resident's and/or fellow's performance as specified by each program and provide an evaluation to the Residency and/or Fellowship Program on forms provided by Kaiser Permanente.
- J. DBH will notify Kaiser Permanente of any occurrence of exposure to tuberculosis to resident(s) and/or fellow(s) at a DBH clinical facility.
- K. DBH will make available an orientation for Residency and/or Fellowship Program instructors and will assist in orientation of residents and/or fellows to the patient care units.
- L. DBH shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs.
 - a. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
 - i. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
 - ii. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
 - b. DBH shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor for eligibility against the United States General Services Administration's System of Award Management (SAM) and the OIG's list of Excluded Individuals/Entities (LEIE) respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Agreement. Contractor shall conduct these reviews before hire or Agreement start date and then no less than once a month thereafter.
 - i. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.
 - ii. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.

- c. If the resident and/or fellow performs services for Medi-Cal reimbursement, DBH shall review the California Department of Health Care Services Suspended and Ineligible Provider List to ensure residents and/or fellows are not Ineligible Persons.
 - d. Kaiser Permanente acknowledges that Ineligible Persons are precluded from providing Federal and State funded health care services if they are currently sanctioned or excluded by a Federal or State law enforcement regulatory or licensing agency.
- M. DBH enters into this agreement, in part, to fulfill Workforce, Education and Training (WET) Program goals and outcomes. The goals and outcomes are as follows:

Mandatory Goals for WET MHA Programs		
	MHA Goals	Key Outcomes (measurement method)
	MHA Requirements	Matches Goals
WET	Address Workforces shortages and deficits identified in the workforce Needs Assessment	<ul style="list-style-type: none"> • Increase in number of employees hired identified in needs assessment areas • Increase in number of qualified applications received for clinical positions

2. RESPONSIBILITIES OF KAISER PERMANENTE

- A. Kaiser Permanente is responsible for identification, appointment, and assignment of faculty suitable for the clinical instruction of its residents and/or fellows.
- B. Kaiser Permanente will collaborate with DBH to identify and designate appropriate personnel to coordinate and provide teaching for the resident's and/or fellows clinical learning experience in the Residency and/or Fellowship Program prior to the commencement of the resident and/or fellow rotations at DBH. This will involve planning between responsible Kaiser Permanente faculty and the designated DBH personnel for the assignment of residents and/or fellows to specific clinical cases and experiences, including selected conferences, clinics, courses, and programs conducted under the aegis of DBH.
- C. Kaiser Permanente will withdraw a resident and/or fellow from the clinical program at DBH if, after consultation in accord with paragraph 1.E, DBH or Kaiser Permanente determine such action to be warranted. Notwithstanding the foregoing, DBH may unilaterally exclude a resident and/or fellow from DBH as set forth in paragraph 1.E.

- D. It shall be the responsibility of Kaiser Permanente, through its designated Residency and/or Fellowship Program Administrator, after consultation with DBH, to oversee the planning of the clinical educational program for resident and/or fellow clinical experiences.
- E. Kaiser Permanente will provide DBH with an annual announcement or description of the Residency and/or Fellowship program, curriculum and objectives to be achieved at DBH for the clinical education of Kaiser Permanente's residents and/or fellows.
- F. Kaiser Permanente will require all residents and/or fellows to abide by the policies of DBH while using its facilities. Kaiser Permanente residents and/or fellows will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of DBH.
- G. Kaiser Permanente assures that all residents and/or fellows are covered by health and liability (malpractice insurance) as set forth in paragraph 5. A below.
- H. Kaiser Permanente will assign to DBH only those residents and/or fellows who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- I. Kaiser Permanente will ensure that, prior to clinical placement, each resident and/or fellow has taken or declined the Hepatitis B series and has had instruction in occupational exposure to blood borne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.
- J. Kaiser Permanente will agree that each resident and/or fellow participating in Allied Health Programs shall be subject to drug/alcohol screening policy in effect at DBH during the time of the clinical experience. Positive drug test results shall be submitted to the Residency and/or Fellowship Program Administrator for action according to Kaiser Permanente policy.
- K. Kaiser Permanente will ensure that, prior to clinical placement, each resident and/or fellow will be skin tested for tuberculosis with the PPD test. Kaiser Permanente will determine frequency of retesting for resident(s) and/or fellow(s) based on Residency and/or Fellowship Program Protocol and Guidelines.
- L. Kaiser Permanente will ensure that, prior to clinical placement, each resident and/or fellow will provide to Kaiser Permanente, and to DBH upon request, written documentation of required immunization (s) as follows: a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; d) Rubella (2MMRs); and e) residents' and/or fellows' freedom from communicable disease as required by the policy of DBH in effect at the time of the assignment to DBH.

- M. Kaiser Permanente will provide to DBH a copy of a personal information sheet and a set of fingerprints for residents and/or fellows.
- N. Kaiser Permanente will prohibit the publication by the residents and/or fellows of any material relative to their clinical learning experience that has not been approved for release for publication by both DBH and Kaiser Permanente.
- O. Kaiser Permanente will allow adequate time for orientation of Residency and/or Fellowship Program instructors to DBH.
- P. The faculty instructors of the Residency and/or Fellowship Program are responsible for evaluations of the residents and/or fellows.
- Q. Kaiser Permanente shall warrant that resident and/or fellows have been provided with information and education necessary to enable them to function safely and effectively. As applicable this will include, but is not limited to, safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens) and prevention of violence. These requirements may be updated from time to time as required by policy of DBH and/or the requirements of external regulatory agencies. Documentation of such training will be provided to DBH upon request.
- R. For each resident and/or fellow assigned to DBH, Kaiser Permanente will maintain records of such assignments for five years after the resident's and/or fellow's last contract with DBH. Upon request, these records will be provided to DBH.
- S. Kaiser Permanente will cooperate fully in the defense of claims against DBH in which a resident and/or fellow is involved. Upon notification by DBH, Kaiser Permanente will assist in locating the resident and/or fellow and in making him/her available to participate in the defense of the claim.
- T. Kaiser Permanent residents and/or fellows will be required to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code (WIC), Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations (CFR) Part 2.
- U. Kaiser Permanente residents and/or fellows will be subject to acknowledging DBH's Oath of Confidentiality, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.

3. RESERVATION OF RIGHTS: PLACEMENT

Kaiser Permanente reserves the right to withhold placement of Residency and/or Fellowship Program residents and/or fellows depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the clinical experience may vary, it is agreed by Kaiser Permanente and DBH upon execution of this Agreement and within the scope of its provisions, the Kaiser Permanente's Residency and/or Fellowship Program faculty may develop letter agreements with their clinical counterparts in DBH to formalize operational details of the Residency and/or Fellowship Program.

5. KAISER PERMANENTE INSURANCE

Kaiser Permanente 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).
- 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 Kaiser Permanente's full liability as required under 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.
- E. Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional insured endorsements 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 or equivalent.
- F. Waiver of Subrogation Rights – Each party shall require the carriers of required coverages to waive all rights of subrogation against the other party, its officers, employees, agents, volunteers, contractors and subcontractors, excluding losses covered by a party's indemnification obligations set forth in Section 7.

- F. 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. Severability of Interests – Kaiser Permanente 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 Kaiser Permanente and the County or between the County and any other insured or additional insured under the policy.
- H. Proof of Coverage – Kaiser Permanente shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, 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 Kaiser Permanente shall maintain such insurance during the term of the agreement.
- I. 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”.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract.

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.

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 Kaiser Permanente.

Kaiser Permanente, upon the execution of this Agreement, shall furnish DBH with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to DBH of any cancellation of the above coverage unless replaced by similar coverage.

6. DBH INSURANCE

DBH 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. Hospital 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 DBH's full liability as required under 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 6. A. and B. shall not in any way limit the liability of DBH.

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

7. INDEMNIFICATION

- A. DBH shall indemnify and hold harmless (and at Kaiser's request, defend with counsel approved by DBH and Kaiser Permanente) Kaiser Permanente and all other persons or organizations cooperating in the conduct of the Residency and/or Fellowship Program, each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage including, but not limited to, death to any person or damage to property resulting from negligence or intentional misconduct in the performance of or failure to perform obligations hereunder by DBH, its officers, partners, employees, agents, or residents who are assigned to and rotating through DBH's facilities.
- B. Kaiser Permanente shall indemnify and hold harmless (and at DBH's request, defend with counsel approved by DBH and Kaiser Permanente) DBH and all other persons or organizations cooperating in the conduct of the Residency and/or Fellowship Program, each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as "Indemnitee" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including payment of

attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage including, but not limited to, death to any person or damage to property found to have resulted from negligence or intentional misconduct in the performance of or failure to perform obligations hereunder by Kaiser Permanente, its officers, partners, employees, agents or residents who are assigned to and rotating through DBH's facilities.

- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted, so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.
- D. In the event that DBH and/or Kaiser Permanente is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under the Agreement, DBH and/or Kaiser Permanente shall indemnify the other to the extent of its comparative fault.

8. NONDISCRIMINATION

DBH and Kaiser Permanente agree that neither will discriminate in the performance of this agreement against a beneficiary of services provided by DBH in the performance of this Agreement against any individual on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, or physical or mental disability, or medical condition, as required by law.

9. SEXUAL HARASSMENT

Kaiser Permanente and DBH expect a zero tolerance for sexual harassment or abusive mistreatment of, or by its residents, fellows and faculty while at DBH. Kaiser Permanente shall report any allegations of sexual harassment or abusive mistreatment of its residents, fellows or faculty promptly to the administrator of DBH for investigation and resolution pursuant to DBH's policies and the law. DBH shall report any allegations of sexual harassment or abusive mistreatment of its employees, medical staff, patients, volunteers or visitors by Kaiser Permanente's residents, fellows or faculty to Kaiser Permanente for investigation and resolution pursuant to Kaiser Permanente's policies and the law and may bar the alleged harasser or abuser from DBH's premises pending resolution. The parties shall fully cooperate with each other in the conduct of an investigation.

10. TERMINATION

This Agreement is effective as of July 1, 2024, and expires June 30, 2029, but may be terminated earlier in accordance with the provisions later in this section.

Either party may terminate this Agreement upon ninety (90) days written notice to the

other party. The notice required under this clause shall be sent by certified registered mail to the address set forth in Section 15.

If the termination date occurs while a resident and/or fellow of the Kaiser Permanente Residency and/or Fellowship Program has not completed his or her clinical learning experience at DBH and is in good standing with DBH, the resident and/or fellow shall be permitted to complete the scheduled clinical learning experience, and Kaiser Permanente and DBH shall cooperate to accomplish this goal.

11. 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. DBH and Kaiser Permanente 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 resident and/or fellow shall look to DBH for any salaries, insurance or other benefits.

12. CONFIDENTIALITY

Pursuant to HIPAA, WIC 5328, 42 CFR Part 2, and all other regulations promulgated governing the privacy of individually identifiable health information. Kaiser Permanente will provide DBH with documentation verifying the residents and/or fellows have been provided with information and education on privacy requirements, including HIPAA training.

13. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by the either party without the written approval of the other party.

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement 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 Agreement and signs the same of its own free will.

14. GENERAL

The parties to this Agreement acknowledge that DBH retains the professional and administrative responsibility for patient care and the services it provides. The parties understand that DBH must comply with all State and Federal regulations applicable to the running of DBH, therefore, as a service provider, DBH acknowledges that it is in full

compliance with all Joint Commission, Title 22, Medicare and all other State and Federal regulations.

15. NOTICES

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

Kaiser Permanente:

Karianne Holguin, Regional Director

Kaiser Permanente

Graduate Medical Education

393 E. Walnut Street, 5th Floor SW

Pasadena, CA 91188

Department of Behavioral Health:

Georgina Yoshioka, DSW, MBA, LCSW

Department of Behavioral Health

San Bernardino County

303 E. Vanderbilt Way, 4th Floor

San Bernardino, CA 92415-0026

(Signature page to follow)

16. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

- 17. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature 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.

IN WITNESS WHEREOF, the authorized representative of the parties have executed this Agreement effective July 1, 2024, by and between **KAISER FOUNDATION HOSPITALS’, SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP** and **SAN BERNARDINO COUNTY**:

KAISER FOUNDATION HOSPITALS

SAN BERNARDINO COUNTY

By _____

By _____

Michelle Gaskill-Hames, BSN, MHA
President
Southern California and Hawaii
Markets

Dawn Rowe, Chair, Board of Supervisors

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____

By _____

Ramin Davidoff, MD
Executive Medical Director and Chair-
SCPMG Chair and CEO -HPMG

Deputy

Date: _____