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Contract Number

20-878

SAP Number

N/A

Department of Behavioral Health

Department Contract Representative	Jose Sandoval
Telephone Number	(909) 383-3978
Contractor (Private School/Other Institution)	University of Medicine and Health Sciences (UMHS) – St. Kitts
Contractor Representative	Dr. Jerry Thornton
Telephone Number	(407) 221-7530
Contract Term	September 15, 2020 – June 30, 2024
Original Contract Amount	\$0.00
Amendment Amount	\$0.00
Total Contract Amount	\$0.00
Cost Center	N/A

THIS AGREEMENT is entered into by and between the County of San Bernardino, hereinafter called the County, and University of Medicine and Health Sciences (UMHS) – St. Kitts, a private school/other institution, referenced above, hereinafter called School.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

WHEREAS, the School has the need of additional facilities for Behavioral Health placement experiences of its students, hereinafter referred to as "Students"; and

WHEREAS, the Department of Behavioral Health, hereinafter referred to as "DBH", operates a site which is suitable for the Behavioral Health training of Students; and

WHEREAS, it is of mutual benefit to the parties that the Students use the facilities of DBH for their learning experience;

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

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I. DBH OBLIGATIONS

DBH:

1. Will permit access for Students and Instructors to facilities as necessary to participate in required behavioral health field experiences so long as such access does not interfere with the regular activities of DBH.
2. Will designate appropriate personnel to coordinate the Student's behavioral health placement experiences, and inform Students of all applicable policies and regulations of DBH.
3. Will provide, when possible, a reasonable amount of space for Students and Instructors who may be taking part in the placement experiences, including suitable space for lectures, and storage of instructional material, or otherwise specified items.
4. Will permit and encourage employees of DBH to participate in the instructional phase of the placement experiences.
5. When practical, will permit DBH's management or other designated personnel to attend meetings of the School's placement faculty, or any committee thereof, to coordinate the placement experiences provided for under this Agreement.
6. Will provide Health Insurance Portability and Accountability Act (HIPAA) training to Students, if required by the nature of Student clinical experiences hereunder, to comply with the County's policies.
7. Will recommend to the School the withdrawal of a student for reasons not limited to: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at DBH, or (b) the behavior of the Student fails to conform to the applicable regulations of DBH.
8. Reserves the right, exercisable in its discretion after consultation with the School, to exclude any student from its facilities in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of DBH.

II. SCHOOL OBLIGATIONS

The School:

1. Shall perform all of its obligations and responsibilities under this Agreement as an independent contractor. Under no circumstances shall the School, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners, or joint ventures of DBH. The School, its officers, employees, agents, and students shall not be entitled to any benefits, including worker's compensation benefits and health insurance, provided or available to DBH's employees. Each party shall be solely responsible for providing all legally-required benefits.
2. Will designate a faculty member of the School who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by DBH.

3. Will provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for behavioral health placement experiences at DBH shall be subject to the supervision and direction of DBH.
4. Will provide and maintain the records and reports of its Students during their behavioral health placement experiences.
5. Will require every student to conform to all applicable DBH policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the School and DBH.
6. Will warrant that Students have been provided with information and education necessary to enable them to function safely and effectively.
7. In consultation and coordination with DBH, will arrange for periodic conferences between appropriate representatives of the School/Other Institution and DBH to evaluate the Placement Experience Program provided under this Agreement.
8. Will provide for the orientation of students and faculty assigned to DBH.
9. All students participating in the Internship Program are required to follow all applicable County and DBH Policies, procedures, and regulations, and all requirements and restrictions specified jointly between representative of the School and DBH. A student's violation of any such policies, procedures, or requirements may be grounds for terminating the student's participation in the program.

III. MUTUAL RESPONSIBILITIES

1. DBH will accept medical students of the School during the term of this Agreement and to make available to such students supervised use of its patient related facilities and services, with access to diagnostic and therapeutic regimens of in-patients and out-patients, to their charts and medical records, and to the medical library, and all diagnostic, therapeutic, in-patient and out-patient areas as part of the School's educational programs for such students.
2. DBH will accept and place the School's fourth year students for clinical elective psychiatry rotations, and that at all times appropriate supervision by professional staff members will be provided. The protocol for educational programs for students shall be developed and implemented in accordance with the School's policies for clinical clerkships.
3. DBH will provide staff physicians, residents, and/or interns acceptable to the School as student instructors, which instructors will provide guidance, instruction, and feedback to the students and act as intermediaries between the medical students and the medical staff.
4. DBH will maintain a minimum daily census adequate to meet the instructional needs of the students enrolled in each course of clinical instruction.
5. DBH will make available to the student all ongoing educational programs in the facility.
6. DBH shall provide Students an outpatient clinic orientation as well as an identification badge which is to be worn at all times while in the outpatient clinics.

7. DBH instructors will provide the students with an informal midterm evaluation sufficient in time for the student to make necessary changes to be successful in the rotation.
8. The School will conduct student rotation evaluations to determine satisfaction with instructors and location.
9. The School will submit Preceptor Evaluation Forms for faculty to grade students' performance on such areas as clinical knowledge, clinical skills, communication, ethics, and behavior.
10. The School will provide DBH with information related to any change in its accreditation status.

IV. INSURANCE

1. School agrees that the County is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any students while said students are on the premises of the County performing any duty under the terms of this Agreement and School agrees to indemnify, defend and hold the County harmless with respect thereto as provided herein.
2. School agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations as set forth in Section III and IV of this Agreement.
3. Students participating in the internship program are not County officers, employees, agents, or volunteers, and as such, the County's worker's compensation benefits will not be extended to the student. The County does not provide professional liability coverage for student interns. All student interns who provide clinical services must be either covered by the School's professional liability insurance or carry their own professional liability insurance with combined single limits of \$1,000,000 and \$2,000,000 in the aggregate.
4. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds 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.
5. Waiver of Subrogation Rights

School 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 the School and School's employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.
6. 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.

7. Severability of Interests

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

8. Proof of Coverage

School shall furnish Certificates of Insurance to the County Department administering the agreement evidencing the insurance coverage at the time the agreement 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 School shall maintain such insurance from the time School commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the agreement, the School shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

9. 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".

10. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.

11. Failure to Procure Coverage

In the event that any policy of insurance required under the agreement 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 agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the School or County payments to the School will be reduced to pay for County purchased insurance.

12. 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 the agreement. School 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.

13. Insurance Specifications

School agrees to provide insurance set forth in accordance with the requirements herein. If the School uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the School agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the agreement services.

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

a. Workers' Compensation/Employers 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 the School and all risks to such persons under the agreement.

If School 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 Schools that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

b. Commercial/General Liability Insurance

Schools shall carry General Liability Insurance covering all operations performed by or on behalf of the School 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:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal Injury.

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. **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 the School is transporting one or more non-employee passengers in performance of agreement 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 the School owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. **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.
- e. **Cyber Liability Insurance**

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering claims involving 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.

14. **Professional Services Requirements**

- a. Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate.

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for agreements with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
- b. Abuse/Molestation Insurance – The School shall have abuse or molestation insurance providing coverage for all employees 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) per occurrence and two million dollars (\$2,000,000) aggregate.

15. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the agreement's work. The "claims made" insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after agreement completion.

V. INDEMNIFICATION

1. University shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, agents, and Students.
2. County shall indemnify and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
3. In the event that University or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the University and/or County shall indemnify the other to the extent of its comparative fault.
4. The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.

VI. EMPLOYMENT DISCRIMINATION/HARASSMENT/RETALIATION

During the term of the Agreement, neither party shall unlawfully harass, discriminate against or retaliate against any student because of race, religion, color, national origin, ancestry, disability (mental and physical), medical condition, genetic information, sex/gender, marital

status/registered domestic partner status, age, gender identity/gender expression/sex stereotype/transgender, sexual orientation, and military and veteran status. School shall comply with the applicable provisions of: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 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.

VII. TERM AND TERMINATION

This Agreement shall be effective on September 15, 2020 by both parties through June 30, 2024. However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party 30 days advance written notice of its intention to terminate. Any such termination by DBH shall not be effective, at the election of the School, as to any student who, at the date of mailing of said notice by DBH, was participating in said program, until such student has completed the program for the then current academic term.

Written notice issued pursuant to this Section by DBH shall be sent by registered mail to the School faculty member in charge of the program. Written notice issued pursuant to this Section by the School shall be sent by registered mail to the Director of DBH.

VIII. MODIFICATION

This Agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

IX. GOVERNING LAW

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

X. CONCLUSION

1. This agreement, consisting of eleven (11) pages is the full and complete document describing the rights and obligations of the parties, including all covenants, conditions and benefits.
2. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

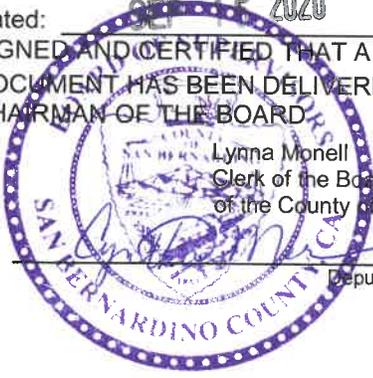
This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether 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.

COUNTY OF SAN BERNARDINO



 Curt Hagman, Chairman, Board of Supervisors

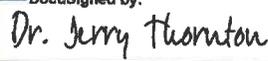
Dated: SEP 15 2020
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



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

University of Medicine and Health Sciences (UMHS) – St. Kitts

(Print or type name of corporation, company, contractor, etc.)

DocuSigned by:
 By 

 (Print or type name of person signing contract)

Name Dr. Jerry Thornton
 (Print or type name of person signing contract)

Title Executive Vice President
 (Print or Type)

Dated: 8/28/2020

Address 275 7th ave, 26 floor

New York, NY 1001City, state, Zip Code

FOR COUNTY USE ONLY

Approved by Dawn Martin

 Dawn Martin, Deputy County Counsel
 Date 8/26/2020

Reviewed for Contract Compliance by Natalie Kesse

 Natalie Kesse, Contracts Manager
 Date 9/1/2020

Reviewed/Approved by Department Veronica Kelley

 Veronica Kelley, Director
 Date 9/1/2020