



Contract Number

24-644 A-1

SAP Number

Department of Behavioral Health

Department Contract Representative	Nancy McPheeters
Telephone Number	(909) 388-0859
Contractor	California State University, Fullerton
Contractor Representative	Kristiann B. Jose
Telephone Number	(657) 278-8654
Contract Term	July 9, 2024 through December 31, 2029
Original Contract Amount	\$0.00
Amendment Amount	\$0.00
Total Contract Amount	\$0.00
Cost Center	N/A
Grant Number (If applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

WHEREAS, San Bernardino County, a political subdivision of the State of California, (hereinafter referred to as County) and the State of California acting through the Trustees of the California State University on behalf of California State University, Fullerton referenced above, hereinafter called School, entered into Contract No. 24-644, which first became effective July 9, 2024;

WHEREAS, School conducts educational programs for students enrolled in Nursing, Psychology, Marriage and Family Therapy, Department of Counseling in the College of Health and Human Development and Social Work hereinafter referred to as "Students" and desires access to facilities in which Students can obtain broader clinical learning experiences; and THEREFORE, County and School hereby make and agree to the following changes to Contract No. 24-644:

- I. ARTICLE I DBH OBLIGATIONS, paragraph 2 (a) and 10 (a) are hereby added to read as follows:
 - 2.a. Students will be required to adhere to DBH's Sound and Photographic Recordings Policy (COM0922) to ensure safeguarding of client PHI including the requirement to use only DBH issued

devices for recording and replaying client sessions and destruction/deletion of recordings immediately after use but not later than sixty (60) days from date of recording.

- 10.a. Students must sign the DBH Oath of Confidentiality and Code of Conduct prior to the initial contact with DBH clients.

II. ARTICLE I DBH OBLIGATIONS, paragraph 9 is hereby amended to read as follows:

9. Will conduct exclusion/sanction screenings to 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 programs after a period of exclusion, suspension, debarment, or ineligibility.
 - b. DBH shall review students 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. DBH 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 student performs services for Medi-Cal reimbursement, DBH shall review the California Department of Health Care Services Suspended and Ineligible Provider List (Medi-Cal S&I List) to ensure student(s) are not Ineligible Persons.
 - i. Medi-Cal S&I List can be accessed at <https://mcweb.apps.prd.cammis.medi-cal.ca.gov/references/sandi>

III. ARTICLE II SCHOOL OBLIGATIONS, paragraph 8 is hereby deleted in its entirety and paragraphs 9 and 10 are renumbered to paragraphs 8 and 9 and restated as follows:

8. 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 representatives 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.
9. Students assigned to participate in the Internship Program will be required to complete any required background checks pursuant to County Policy No. 07-18 (Background and References Checks); students may also be required to complete a pre-employment physical examination, including drug testing, through the County's Center for Employee Health and Wellness.

IV. ARTICLE IV INSURANCE, paragraphs 2, 3, and 6 are hereby amended to read as follows:

2. The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.
 - i. The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.
 - ii. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on nonstate-owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.
3. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a "claims-made" basis for claims which are both made against the Insured during the Policy Period and reported to the Carrier as soon as practicable, but not later than three (3) years after the Policy Period for claims arising from Professional Services which are rendered or incidents which occurred during the Policy Period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU. Affiliate institutions to whom the school is obligated by written agreement to provide such coverage are included as additional insureds.

Coverage includes General, Professional, & Educator's Errors and Omissions Liability. Coverage limits are two million (\$2,000,000) each loss and four million (\$4,000,000) aggregate for all Covered Parties, and not per student.

6. County shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self- insurance. County shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. County shall provide School with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to School. County

shall promptly notify School of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

V. ARTICLE VII TERM AND TERMINATION, paragraph is hereby amended to read as follows:

This Agreement shall be effective July 9, 2024 through December 31, 2029. 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. However, in no event shall termination take effect with respect to currently enrolled student(s), who shall be permitted to complete their training for any semester in which termination would otherwise occur, unless the student(s) are not in compliance with DBH's student internship program requirements under this Agreement.

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.

VI. All other terms and conditions remain in full force and effect.

This Amendment 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

IN WITNESS WHEREOF, the San Bernardino County and the School have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
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 San Bernardino County

By _____
Deputy

California State University, Fullerton

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

By _____
(Authorized signature - sign in blue ink)

Name Kristiann B. Jose
(Print or type name of person signing contract)

Title Buyer II
(Print or Type)

Dated: _____

Address 2600 E. Nutwood Ave., Suite 300

Fullerton, CA 92831

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Dawn Martin, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Michael Shin, Administrative Manager

Date _____

Reviewed/Approved by Department

►

Georgina Yoshioka, Director

Date _____