

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-878 A-1

**SAP Number
N/A**

Department of Behavioral Health

Department Contract Representative	Francisco Ramos
Telephone Number	(909) 388-0887
Contractor	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	\$0.00

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and University of Medicine and Health Sciences (UMHS) – St. Kitts referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 20-878** by and between San Bernardino County, a political subdivision of the State of California, and School, which Contract first became effective September 15, 2020, the following changes are hereby made and agreed to, effective March 1, 2022:

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

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 training and students 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.
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.
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 care 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 <https://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 to ensure student(s) are not Ineligible Persons.
 - d. School 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.
10. Will require students to adhere to and complete annual acknowledgements of the DBH Code of Conduct, Conflict of Interest, and Oath of Confidentiality including confidentiality and disclosure requirements, as well as sanctions related to non-compliance

II. ARTICLE III MUTUAL RESPONSIBILITIES, is hereby amended to read as follows:

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 third and fourth-year students for elective and core clinical psychiatry rotations, and that appropriate supervision by professional staff members will be provided at all times. The protocol for educational programs for students, collectively and individually, shall be developed and implemented in accordance with the School's policies for clinical core and elective 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. The School of Medicine will grant supervising physicians faculty appointments in accordance with the School's faculty appointment policy. Within one week following completion of a clerkship rotation by each student, DBH agrees to submit to the school a completed copy of the School's Clerkship Evaluation Form filled out by the supervising physician and countersigned by the Director of Undergraduate Medical Education.
 - a. DBH shall insure that department heads in core subject area will be either board-certified or board-eligible.
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 will implement its Clinical Education Program in accordance with the School's clinical curriculum.
8. DBH will furnish the Clinical Dean names and Curriculum Vitae of physicians interested in and qualified for appointment as Clinical Faculty members.
9. Faculty appointments from the School will be for a minimum of one year from the commencement of the implementation of the Clinical Teaching Program.
10. 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.
11. Appointment and reappointment of faculty members will be made by the Clinical Dean. Termination of a Faculty member may be made if substandard performance is documented.
12. DBH understands that as part of the educational program appropriate officials of the School will make periodic visits to review the educational program. DBH agrees that during such visit's persons involved with the program will be available for consultation and discussion.
13. The School will provide the Psychiatry Curriculum to the teaching faculty.
14. The School will provide its Psychiatry Clinical Chair to make site visits to the outpatient clinics to service the students as well as ensure that the School Curriculum is being followed.
15. The School will have the Clinical Dean and/or Chair review the students' performance during a rotation and to provide feedback where deficiencies are identified and sufficient time for corrections to be made.
16. The School will conduct student rotation evaluations to determine satisfaction with instructors and location.
17. 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.
18. The School will provide DBH with information related to any change in its accreditation status.

III. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

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.

SAN BERNARDINO COUNTY

Curt Hagman, Chairman, 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

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Dawn Martin, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____
Natalie Kessee, Contracts Manager

Date _____

Reviewed/Approved by Department

► _____
Georgina Yoshioka, Interim Director

Date _____