

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

19-30104

PURCHASING AUTHORITY NUMBER (if applicable)

DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals - Patton

CONTRACTOR NAME

County of San Bernardino, Department of Public Health

2. The term of this Agreement is:

START DATE

October 1, 2019

THROUGH END DATE

September 30, 2022

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

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Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Bernardino, Department of Public Health

CONTRACTOR BUSINESS ADDRESS

385 North Arrowhead Avenue, Fifth Floor

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Curt Hagman

TITLE

Chairman of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals - Patton

CONTRACTING AGENCY ADDRESS

3102 East Highland Avenue

CITY

Patton

STATE

CA

ZIP

92369

PRINTED NAME OF PERSON SIGNING

Michael Barsom M.D.

TITLE

(A) Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

AGREEMENT NUMBER
19-30104

PURCHASING AUTHORITY NUMBER (if applicable)
DSH-4440

EXEMPTION, IF APPLICABLE
Exempt per SCM 1, 4.04 A2

EXHIBIT A

SCOPE OF WORK

1. CONTRACTED PARTIES:

- A. This Agreement is between the County of San Bernardino Public Health, hereafter referred to as the Contractor, and the Department of State Hospitals – Patton, thereafter referred to as DSH to provide designated dietetic interns to receive practical instruction and experience to meet educational competencies.

2. SERVICE LOCATIONS:

- A. The services shall be performed at the County of San Bernardino Public Health, 1505 South D Street, San Bernardino, CA 92415-0058.

3. SERVICE HOURS:

- A. The services shall be provided during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding state observed holidays, or as agreed upon by Contractor and DSH.

4. PROJECT REPRESENTATIVES:

- A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals: Patton		County of San Bernardino Public Health	
Section/Unit: Nutrition Services		Section/Unit: Office of Public Health Admin.	
Attention: Elena Chai		Attention: Lisa Ordaz	
Address: 3102 E. Highland Avenue Patton, CA 92369		Address: 150 South Lena Road San Bernardino, CA 92415	
Phone: 909-425-7572	Fax: 909-425-7069	Phone: N/A	Fax: N/A
Email: elena.chai@dsh.ca.gov		Email: lordaz@hss.sbcounty.gov	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals: Patton		County of San Bernardino Public Health	
Section/Unit: Acquisitions and Contracts		Section/Unit: Office of Public Health Admin.	
Attention: Devin Caddell		Attention: Heather Cockerill	
Address: 3102 E. Highland Avenue Patton, CA 92369		Address: 340 North Mountain View San Bernardino, CA 92415	
Phone: 909-425-7332	Fax: 909-425-7260	Phone: 909-387-4557	Fax: N/A
Email: devin.caddell@dsh.ca.gov		Email: HCockerill@dph.sbcounty.gov	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. This Agreement provides a training facility where dietetic interns can obtain clinical practicum experience, which is an integral component in fulfilling the requirements of the State's dietetic internship.

6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall be committed to the advancement of the profession of dietetic interns in the fulfillment of its professionally and societally defined tasks on behalf of those whom it serves.
- B. Contractor shall provide the DSH with a statement of its educational goals, of appropriate learning experiences and of its expectations for the interns' performance in the dietetic internship.
- C. Contractor shall provide a Registered Dietitian, commissioned through the Academy of Nutrition and Dietetics, to act as a Field Instructor for interns placed for training. These instructors shall be afforded sufficient release time to instruct and supervise the interns work in accordance with the educational objectives, learning experience, and performance expectations established by the DSH and agreed to by the Contractor.
- D. Contractor may request that the DSH remove any intern whose performance the Contractor deems unfit to meet the demands of its service program or whose conduct otherwise interferes with its staff relationships or primary mission. Contractor may, however, remove an intern when, in its opinion, the intern poses an imminent threat to patient safety or welfare.
- E. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permit(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certificates shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- F. Contractor shall not use interns to replace its regular staff and shall not require interns to render services except as they are identified for their learning value as part of an agreed upon educational program.
- G. Contractor shall not compensate interns for their services unless otherwise and previously agreed to by the parties to this Agreement.

- H. Contractor shall keep informed of, observe, comply with, and cause all of its interns and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- I. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, any activity that would constitute "Workplace Violence" as defined in the applicable DSH Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.
- J. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) to be admitted into secured areas.
- K. If services are provided on DSH grounds, each person performing services under this Agreement may be issued a Personal Duress Alarm System (PDAS) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.
 - i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all their PDAS tags and chargers to the appropriate DSH Police Department. If a PDAS tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDAS tag (at the rates of \$66.22 per tag, and \$14.62 per charger). Contractor will be billed accordingly for any PDAS tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDAS tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDAS tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.
- L. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- M. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- N. If services are provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors may

be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress code at any time.

- O. If services are provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- P. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).
- Q. If services are provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- R. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- S. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient time and capital to fulfill the obligations as contained herein.
- T. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- U. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.
- V. Interns Participating in the Program at the Contractor's Sites are not officers, employees, agents, or volunteers of the Contractor or the Department, and as such, the Contractor's worker's compensation benefits are not extended to Interns.

7. INTERNS RESPONSIBILITIES:

- A. Interns shall participate in the clinical practicum experience program conducted by Contractor. During the period of assignment, the interns agree to abide by all rules, regulations and policies of the Contractor.

- B. Interns shall observe and respect all patient/client's rights, confidences, and dignity.
- C. Interns shall dress in appropriate professional attire, as established by the Contractor and the DSH Dietetic Internship Program.
- D. Interns must always have DSH name tag on their person.
- E. Interns shall secure transportation and acquire living accommodations as necessary to participate in the clinical practicum experience.
- F. Interns shall notify the Contractor and the DSH immediately whenever absence from the Contractor's facility becomes necessary.
- G. Interns must show proof of current immunization for tetanus, diphtheria, Hepatitis B, measles, mumps, rubella, and polio; additionally, have had a skin test for tuberculosis within the past six months. Any exception to this certification provision shall be discussed with the Contractor prior to placement of the student in order to secure the Contractor's approval and acceptance of the student.
- H. Interns shall show proof of Professional Liability insurance covering any damages caused by an error, omission or any negligent acts.
- I. Interns must possess his/her own medical insurance coverage.

8. THE DSH RESPONSIBILITIES:

- A. The DSH agrees to provide interns who have satisfactorily completed a minimum of a bachelor's degree along with the required Didactic Program in Dietetics (DPD) coursework.
- B. The DSH, at the time of Agreement, shall provide the Contractor with a statement of its educational goals, of appropriate learning experiences, and of its expectations for student performance in the practicum. When and if necessary, that statement may be re-specified by mutual consent.
- C. The DSH shall be responsible for the selection, placement and/or removal, and final grading of interns placed with the Contractor. These decisions shall be made in consultation with the Contractor with the respective responsibilities of each party to this Agreement.
- D. The DSH shall assign a representative of its faculty to act as Field Instruction Consultant to the Contractor. The Consultant's responsibilities shall be to act as liaison between the Contractor and the DSH in the development and execution of the Field Instruction program and the evaluation of intern's performance, and to engage in such other activities as are of mutual concern in the provision of intern training.
- E. The DSH shall provide the Contractor with a medical statement from DSH Employee Clinic certifying that each intern placed with the Contractor is physically fit to engage in Field Education.
- F. DSH agrees that the Department 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 interns while on or off the premises of department performing any duties under the terms of this Agreement.

G. Rights of the DSH to Perform Quality Assurance

- i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- v. If because of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

EXHIBIT A-1
Student Privacy Acknowledgement and Nondisclosure Agreement

I understand, while performing my duties as a student, I may have access to confidential information. I understand that confidential information is any information that identifies an individual, and that is created, maintained or used within the Department of State Hospitals (DSH) and may include medical information or personal information. Confidential information is information which is not available to the public. Special precautions are necessary to protect this type of information from unlawful or unauthorized access, use, modification, disclosure or destruction.

I agree to:

- Access, use or modify confidential information only as needed to perform my duties as a student.
- Never access or use confidential information out of curiosity, or for personal interest or advantage.
- Dispose of confidential information by utilizing the method of destruction approved by my supervisor. I will not dispose of such information in wastebaskets or recycle bins.
- Never show, discuss, or disclose confidential information to or with anyone who does not have the legal authority for access to the confidential information; this includes individuals who do not have a need to know this information.
- Never retaliate, coerce, threaten, intimidate or discriminate against or take other retaliatory actions against individuals or others who file complaints or participate in investigations or compliance reviews.
- Always store confidential information in a place physically secure from access by unauthorized persons.
- Never share passwords with anyone or store passwords in a location accessible to unauthorized persons.
- Always obtain proper authorization before removing confidential information from the work area.
- Follow all DSH privacy and security policies and procedures governing confidential information.

I certify that I understand that the privacy and security of information is strictly enforced and wrongful access, use or disclosure of confidential information is punishable as a crime and/or can result in disciplinary or civil action taken against me.

Print Full Name (First, Middle, Last)	Signature:
Agency/Department/School	Date Signed:

EXHIBIT A-2
Student and Instructor Requirements and Responsibilities

1. All students and instructors entering the Program must meet the following **HEALTH REQUIREMENTS**:
 - A. Completion of the student health information form. This documentation substantiates the completion of the following vaccinations or tests:
 - i. Measles, Mumps, Rubella (MMR)
 - ii. Chickenpox history
 - iii. Tetanus (within the past 10 years)
 - iv. Hepatitis B vaccination series or initiation of the Hepatitis B vaccination series. Note: If the student chooses not to be vaccinated, a signed declination is required.
 - v. Annual influenza vaccination. Note: If the student chooses not to be vaccinated, a signed declination is required.
 - B. All students and instructor(s) must provide DSH with documentation of two-step Tuberculin Skin Test (TST testing) by the Mantoux method. The first step is a TST result completed within the last 12 months prior to the date the Student and/or instructor is to provide services. The second step is a TST result completed within the last year prior to the date the Student and/or instructor is to provide services.

If both documented results of the TST's provided are less than or equal to 9mm of induration, then the student and/or instructor may be cleared to provide services. However, if the results of the TST's are greater than or equal to 10 mm of induration, then the students and/or instructor shall be subject to additional testing and/or clearances before s/he can provide services at DSH.

 - i. If TST (purified protein derivative-PPD) is positive, a chest X-ray is required within the year.
 - ii. If the chest X-ray is positive, documentation of appropriate treatment must be provided.
2. All students and instructors entering the Program will have the following **BACKGROUND CHECKS** conducted prior to beginning the first experiential education course and annually thereafter, as well as the criminal background check conducted by the DSH. The Contractor will provide the student's full name, driver's license number and date of birth to the DSH at least seven (7) to ten (10) days prior to the start of the rotation:
 - A. Criminal Background Checks: A criminal background check will be requested from any state in which the individual has lived or worked in the previous ten (10) years (or since age 18, if under 28 years of age).
 - B. Name, Social Security Number, and Address Verification

3. All students and instructors entering the Program will be required to have Live Scan Fingerprinting completed. This documentation must be provided to the DSH prior to the start of the rotation.
4. All students and instructors will receive instruction on the importance of maintaining patient privacy and confidentiality and the local, state and federal laws governing patient confidentiality, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
5. All students and instructors will receive basic instruction on Occupational Safety and Health Administration (OSHA) rules and regulations as they relate to their field of study.
6. All students and instructors must complete and be certified in **BASIC LIFE SUPPORT** (Adult CPR) prior to starting social work practice experiences.
7. All students and instructors are required to possess their own medical coverage.
8. All students and instructors must comply with DSH's administrative policies, procedures, rules and regulations;
9. All students and instructors must comply with DSH's dress code and wear DSH issued badge identifying themselves;
10. All students and instructors are responsible for attending an orientation to be provided by DSH;
11. All students and instructors are responsible for notifying the DSH Contract Manager or designee immediately of any violation of state or federal laws by any student; and
12. All students and instructors are responsible for providing services to DSH's clients only under the direct supervision of DSH's professional staff.
13. All students and instructors are responsible for obtaining their own vehicle insurance as required by DSH if driving their personal vehicle on DSH grounds.
14. All students and instructors are responsible for maintaining the confidentiality of client information.
 - A. No student or instructor shall have access to or have the right to receive any client record, except when necessary in the regular course of the placement experience. The discussion, transmission, or narration in any form by students of any individually identifiable client information, medical or otherwise, obtained during the Program is forbidden except as a necessary part of the practical experience.
 - B. Neither Contractor nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by DSH that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
15. Students and instructors are not employees or agents of the Contractor, nor the DSH and shall receive no compensation for their participation in the Program, either from Contractor, nor the DSH. For purposes of this Agreement, however, students are trainees and shall be considered members of DSH's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- A. This is a zero (\$0.00) dollar agreement. By the Contractor accepting this agreement at no cost, the State has no further obligations or hidden costs associated with acceptance.
- B. The Contractor shall not be reimbursed for student and/or instructor travel-related expenses. All travel shall be at the expense of student and/or instructor.
- C. By the Contractor accepting this agreement at no cost, the State has no further obligations or hidden costs associated with acceptance.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
STUDENT INTERNSHIP AGREEMENT

1. TERMINATION:

- A. Either party may terminate this Agreement by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination. Upon the Contractor's receipt of notice of termination from the Department of State Hospitals (DSH), and except as otherwise directed in the notice, the Contractor shall:
- i. Stop work on the date specified in the notice;
 - ii. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
 - iii. Terminate all orders and subcontracts;
 - iv. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
 - v. Deliver or make available to DSH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

2. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

3. AGREEMENT IS COMPLETE:

- A. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

4. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

5. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel

assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

6. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

7. SEVERABILITY:

- A. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

8. CLIENT CONFIDENTIALITY:

- A. For an Agreement involving clients and information regarding clients, the Contractor shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. Client is defined as "those persons receiving services pursuant to a DSH funded program." Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- B. Contractor shall promptly transmit to the DSH all requests for disclosure of such identifying information not emanating from the client. Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than the DSH without prior written authorization from DSH.
- C. For purposes of this section, identity shall include but not be limited to name, identifying number, symbol or other identifying piece of information assigned to the individual, such as a finger or voice print or a photograph which can be used to identify the individual person.

9. LITIGATION:

- A. Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

EXHIBIT F

INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability:**

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 37 10 01 or similar), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Pollution/Environmental Impairment Liability:**

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both works performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Motor Vehicle Liability:**

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☒ **Professional Liability:**

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

☐ **Performance Bond:**

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☐ **Payment Bond:**

Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers if the contractor fails to pay the costs of labor and materials to those individuals or entities. To meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:

<http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>.

☒ **Workers' Compensation:**

If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION:

- A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals - Patton
Acquisitions and Contracts Unit
3102 E. Highland Avenue
Patton, CA 92369
Fax: 909-425-7260
Email: pshcontracts@dsh.ca.gov

5. SELF-INSURANCE REQUIREMENTS:

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, the Contractor must provide:
- i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
 - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
 - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.