



Contract Number

23-881

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Total Longterm Care, Inc. DBA InnovAge California PACE – Inland Empire</u>
Contractor Representative	<u>Seema Siraj, MD</u>
Telephone Number	<u>(909)414-2937</u>
Contract Term	<u>Five-Years from Execution</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u>0</u>
Total Contract Amount	<u>0</u>
Cost Center	<u>9182424200</u>

AFFILIATION AGREEMENT FOR RESIDENCY ROTATIONS

This affiliation agreement for residency rotations ("Agreement") is entered into by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("Medical Center", or "ARMC") and Total Longterm Care, Inc. DBA Innovage California PACE – Inland Empire ("Affiliate").

WITNESSETH:

WHEREAS, ARMC operates approved Graduate Medical Education ("GME") programs for medical school graduates ("Residents") which require clinical experiences for Resident(s) in accordance with the Accreditation Council for Graduate Medical Education ("ACGME"), or an accrediting agency reasonably equivalent to the Joint Commission ("TJC");

WHEREAS, the parties acknowledge a desire to contribute to health related education for the benefit of ARMC Resident(s) and to meet community needs;

WHEREAS, it is to the benefit of the parties that those in the ARMC residency programs have the opportunity for clinical experience to enhance their capabilities as practitioners;

WHEREAS, the facilities of each party have unique attributes that are of benefit to Residents in their training, and the parties have agreed that Residents in the residency programs at ARMC should do clinical rotations at Affiliate and its facilities; and

WHEREAS, Affiliate has agreed to accept certain specified Residents of ARMC for training in accordance with the terms and conditions of this Agreement; and

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:

I. General Information

A. General Relationship

Based upon the terms and conditions set forth in this Agreement, Affiliate shall make its facilities available to Residents from ARMC for the purpose of receiving clinical training and supervision in the specific specialties agreed upon by the parties and for which the parties have entered into a Program Letter of Agreement ("PLA")(Exhibit C). The number of ARMC Residents, the duration of rotation, and schedule for the rotations at Affiliate shall be determined based on the pertinent PLAs or the mutual agreement by the applicable ARMC residency program director at ARMC and the Site Director at Affiliate. All actions taken as a result of this Agreement shall be in accordance with the Affiliate and ARMC rules and regulations that are in effect during the term of the Agreement.

B. Standards of Operations

The parties, at their own expense, shall operate and maintain their respective facilities in accordance with the standards prescribed and maintained by TJC, state and federal law, and other applicable accrediting agencies.

ARMC shall each assume sole responsibility for the accreditation of its GME programs and for obtaining required approval, if any, in accordance with the standards prescribed by the ACGME or TJC. During the term of this Agreement, both parties agree to comply with all such applicable ACGME or TJC standards for residency training, the Program Letters of Agreement between the parties relating to the pertinent specialty, and to collaborate as may be required for accreditation purposes.

C. ACGME Affiliation Approval

The parties understand and agree that if this Agreement is not acceptable to and/or is found not to meet the standards prescribed by the ACGME at any time, now or in the future, this Agreement shall be immediately terminated upon written notice by one party to the other party.

D. Licenses

The parties shall, through the term of this Agreement, maintain any license(s) or verify the maintenance of such license(s) necessary for the provision of the Resident(s) services hereunder as required by the laws and regulations of the United States, the State of California, County of San Bernardino and all other applicable governmental agencies and accrediting bodies. Each party shall notify the other party immediately in writing of its inability to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement as determined solely by the party receiving such notice; the prior 30 day advanced written notice of termination set forth in Section XII of this Agreement shall not be required.

II. Training Issues and Duties

A. Residency Specialties

ARMC shall have knowledge of all residency programs at Affiliate in which Residents from ARMC participate.

- B. Rotation Directors and Supervising Physicians
Affiliate will designate qualified members of its medical staff to provide coordination and oversight of ARMC Residents' educational activities and assignments while training at Affiliate. Such persons shall be the Site Director or his or her designee at Affiliate.
- C. Patients
The parties agree that all patients of Affiliate may be part of the clinical training program, if agreed to by the patient's treating physician and the patient. It is understood and agreed that it is the responsibility of Affiliate and its medical staff members to assure consent has been obtained from each patient prior to allowing ARMC Resident(s) to attend to any such patient as part of the training program at Affiliate.
- D. Confidentiality
The parties both agree to maintain confidentiality of patient records and information in accordance with all applicable state and federal laws, regulations, guidelines and directives relating to confidentiality of patient records and protected health information.
- E. Non-Discrimination
The parties agree to make no unlawful distinction among Resident(s) covered by this Agreement on the basis of race, color, sex, sexual orientation, creed, age, disability, religion, national origin, or any other legally protected status based on California and federal laws.
- F. Resident Decorum
Affiliate shall notify the ARMC Program Director of the pertinent residency program if any ARMC Resident's conduct is found unacceptable to Affiliate. ARMC shall take appropriate action to correct the unacceptable conduct of the Resident(s) in accordance with the policies and procedures or rules and regulations of ARMC's residency program. ARMC shall advise Resident(s) of their responsibility to abide by Affiliate's policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free Workplace Act. Affiliate agrees to orient such Resident(s) to its policies and procedures for which they will be held accountable. Affiliate agrees to provide ARMC's Resident(s) with its own Resident Information Handbook or equivalent, if any, which includes general policies regarding graduate medical education training.
- G. Corrective Action/Grievance
ARMC will adhere to its own policies concerning graduate medical education issues, including academic discipline, complaints and grievances from their Resident(s). An individual Resident's disciplinary problems relating to conduct at Affiliate shall be evaluated jointly by ARMC and Affiliate in conference. Any corrective action shall be undertaken consistent with the policies of the ARMC's residency program, but Affiliate may immediately remove from its facilities and bar from returning any Resident who poses an immediate threat or danger to personnel or patients or to the quality of medical services at Affiliate, based on the reasonable discretion of Affiliate.
- H. Health Verification
ARMC shall inform all Resident(s) assigned by it to Affiliate of all applicable health verification requirements of the Affiliate. ARMC agrees to assure that its Resident(s) have been trained in infection control procedures, maintain current Basic Life Support and Advanced Cardiac Life Support certificates, and are current with all required immunizations as required by Affiliate policies at the time the Resident conducts his/her training at Affiliate. Each Resident assigned to Affiliate shall be required to provide to Affiliate satisfactory evidence that each Resident is free from contagious disease and does not otherwise present a health hazard to Affiliate patients, employees, volunteers or guests.
- I. Medical Licensure
All Resident(s) shall meet and comply with either the requirements regarding state licensure or the postgraduate training registration requirements of the Medical Board of California or Osteopathic Board of California.

J. Resident Duties

The duration of ARMC Resident rotations and scope of activities of Residents at Affiliate shall be jointly determined by the parties consistent with the pertinent Program Letter(s) of Agreement between the parties. The general duties of the Resident(s) shall include, but not be limited to, the following: histories and physical examinations, discharge summaries, consultations, care for inpatients and respective services, surgical and medical procedures and outpatient clinic service, under supervision by members of the medical staff as appropriate.

K. Medical Records

Medical records may be completed by the Resident(s) in compliance with the standard and restrictions imposed by the applicable regulatory agencies. The parties understand and agree, however, that the ultimate and final responsibility for medical records completion lies with Affiliate's Medical Staff members and/or Supervising Physician, not ARMC.

L. Responsibilities of ARMC

In addition to those other responsibilities of ARMC as set forth in this Agreement, ARMC shall be responsible for the following: (a) ensuring that the Program Director for the relevant specialty at ARMC are reasonably available for consultation with Affiliate, ARMC Resident(s), and supervising faculty for all purposes associated with the relevant medical specialty residency program; (b) retaining responsibility for the overall planning, administration and coordination of the residency programs at ARMC; (c) informing all of its Residents who rotate through Affiliate of the requirement to abide by the applicable policies, rules and regulations and bylaws of Affiliate. Affiliate may, at its reasonable discretion, remove from rotation and from Affiliate's premises any ARMC Resident who materially fails to follow such policies, rules and regulations; (d) requiring each ARMC Resident to carry an identification card issued by Affiliate and to conspicuously display his/her name badge when engaging in rotation activities at Affiliate; (e) assisting in the planning and implementation of the clinical education program relating to ARMC Residents' training at Affiliate; (f) operating its residency program in accordance with federal, state and local laws, rules and regulations; and (g) requiring each Resident to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

M. Responsibilities of Affiliate

In addition to the other obligations of Affiliate as set forth in this Agreement, Affiliate agrees to:

1. Assist in the planning and implementation of the clinical education program and to supervise and instruct the assigned ARMC Resident(s) during their clinical rotations at Affiliate;
2. Designate a qualified member of Affiliate's medical staff as the Site Director who will be responsible for the educational and experiential supervision of the Resident(s) in the implementation of the clinical experience;
3. Permit assigned ARMC Resident(s) to use its patient care and patient service facilities for clinical education according to the mutually approved curricula;
4. Retain responsibility for nursing care and related duties when Resident(s) are providing care to any patient at Affiliate;
5. Permit ARMC Residents the use of such supplies and equipment as are commonly available to physicians for patient care at Affiliate;
6. Permit use of the following facilities and services by ARMC Resident(s):
 - a. Parking areas;
 - b. Locker storage and dressing facilities, and sleep rooms for overnight call duty, as available;
 - c. Access to sources of information for clinical education purposes;

- i. charts, nursing station references, cardex files;
 - ii. procedure guides, policy manuals;
 - iii. medical dictionaries, pharmacology references and other reference suitable to the clinical area;
 - iv. required health information relating to Affiliate patients
7. Retain the right to remove, suspend or refuse access to any ARMC Resident(s) who, in Affiliate's reasonable discretion, determines has failed to abide by Affiliate's policy(ies) and procedure(s) and/or who do not meet Affiliate's standards for safety, health, cooperation, or ethical behavior, and during any pending investigations of such conduct by Affiliate.
8. Comply with federal, state and local laws and ordinances concerning the confidentiality of Resident(s) records;
9. Invite the participation of Resident(s) to such educational activities as conferences, rounds, and similar experiences including utilization review, quality assurance, evaluation and monitoring activities, as deemed appropriate by Affiliate;
10. Require Resident(s) and instructors to participate, to the extent scheduled or otherwise requested and approved by Affiliate, in activities and assignments that are of educational value and consistent with the requirements of the ACGME;
11. Require Resident(s) to participate in orientation programs provided by Affiliate, including training for compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA);
12. Require Residents to cooperate in performance improvement and risk management activities designed to identify, evaluate and reduce risk of patient injury and enhance the quality of patient care;
13. Require Residents to cooperate in the preparation and maintenance of a complete medical record for each patient in whose care he/she participates in compliance with all state and federal laws and regulations, TJC and ACGME and ARMC's Bylaws, Rules and Regulations and policies, where applicable. The medical record for Affiliate patients shall, at all times, remain the property of Affiliate;
14. Retain ultimate professional and administrative accountability for all patient care for patients at Affiliate;
15. Audit the duty hours of Residents assigned to it and will assure that these duty hours will not exceed the work hour restrictions imposed by the ACGME.
16. Take reasonable measures to provide the following to ARMC Residents that train at Affiliate under this Agreement:
 - a. Orientation to and information about Affiliate's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
 - b. Instruction in Affiliate's policies and procedures for infection control including the handling and disposal of needles and other sharp objects, and in protocols for injuries and incident reporting including those resulting from needle stick injuries and other exposures to blood or body fluids; and
 - c. First aid and other emergency treatment available on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Resident in the event of a needle stick injury or other exposure of Resident to blood or body fluids.

N. Direct Supervision

While obtaining training at Affiliate, the clinical activities of Resident(s) shall be directly supervised by Affiliate's Medical Staff Member Physicians in good standing who shall be called "Supervising Physicians". A Supervising Physician shall be responsible for the overall direction and management of each Resident's performance while at Affiliate.

O. Evaluation of Resident(s)

Affiliate agrees that its Supervising Physicians shall provide to ARMC's Residency Program written reports which document and evaluate the participation of ARMC's Residents in the rotation at Affiliate in procedures and activities and the skills with which they were performed. Affiliate shall be responsible to provide such evaluation forms to ARMC in the timeframe and frequency requested by ARMC.

P. Medical Staff Membership

The presence of Resident(s) from ARMC at Affiliate is based upon their continued participation in ARMC's Residency Training Program. As such, it is understood and agreed that Resident(s) assigned to Affiliate shall not be granted medical staff membership or privileges at Affiliate during their rotation as part of their educational requirement in the Residency Training Program.

Q. ACGME HIPAA Business Associates Agreement

Each party affirms it has signed a Business Associates Agreement with ACGME where required.

III. Payment and Billing

Except where permitted by law, ARMC shall not bill Affiliate, Affiliate's PACE participants, or any private or public third party payer for services rendered by Residents while participating in rotations at Affiliate.

IV. Insurance

A. Without in anyway affecting the indemnity herein provided and in addition thereto, each party hereto shall secure and maintain throughout the term of this Agreement the following types of insurance or program of self-insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount or 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 party and all risks to such persons under this Agreement.

Each party agrees to maintain Worker's Compensation insurance as required under California State Law covering all persons providing services at their respective facilities, except that Affiliate's policy need not cover the ARMC Residents while training at Affiliate unless required by law.

2. Comprehensive General Liability Insurance - General Liability Insurance covering all operations performed by or on behalf of each party, 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:
 - (a) Premises operations and mobile equipment
 - (b) Products and completed operations.
 - (c) Broad form property damage (including completed operations).
 - (d) Explosion, collapse and underground hazards
 - (e) Personal injury
 - (f) Contractual Liability
 - (g) \$2,000,000 general aggregate limit.

3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hire 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 Affiliate is transporting one or more non-employee passengers in performance of contract 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 Affiliate owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. 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.
5. Professional Liability – Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits. ARMC’s policy shall cover ARMC Residents while training at Affiliate.

If any of the required insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the effective date of the Agreement. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after the termination or expiration of the Agreement.

6. Abuse/Molestation Insurance – Affiliate shall have abuse or molestation insurance providing coverage for all employees, instructors, faculty, and Residents 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) with a two million dollars (\$2,000,000) aggregate limit.

- B. Proof of Coverage – Upon request by a party, the other party shall furnish Certificates of Insurance or documentation of self-insurance to the requesting party evidencing the insurance coverage as required under this Agreement.

V. **Indemnification:**

- A. County agrees to indemnify, defend, and hold harmless Affiliate, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the negligence or willful misconduct of ARMC. County also agrees to indemnify, defend, and hold harmless Affiliate, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the professional negligence of ARMC Resident while training at Affiliate, except where the act or omission of the ARMC Resident that caused harm was undertaken at the direction or supervision of Affiliate, its officers, employees, agents, and volunteers.
- B. Affiliate agrees to indemnify, defend, and hold harmless County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the negligence or willful misconduct of Affiliate, its officers, employees, subcontractors, agents, and volunteers.
- C. The indemnification obligations under this Agreement will survive expiration or termination of the Agreement, regardless of the cause of such termination.

VI. OSHA Regulation

Affiliate and ARMC certify awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement. ARMC shall be responsible for compliance by Residents with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the employer" to provide all employees with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. ARMC's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.

VII. Status of Affiliate and the County:

The parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between Affiliate on the one hand and the County on the other hand, but rather is an agreement by and between independent contractors.

VIII. Publicity

Neither Affiliate nor ARMC shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the other party or its facilities with respect to the Program without the prior written consent of the other party.

IX. Debarment and Suspension

The parties respectively certifies that neither they nor any of their principals and officers are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). The parties each further certify that if it is a business entity that must be registered with the California Secretary of State, it is registered and in good standing with the Secretary of State. Each party represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, each party represents and warrants that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.

X. Exclusion Lists Screening

Each party shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General ("OIG") List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>); (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in

Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the party who determined the existence of the Ineligible Person shall immediately notify the other party of the same.

XI. Exclusivity

This Agreement is nonexclusive and does not affect either party's ability to contract with other entities for the same type of services.

XII. Term and Termination

- A. This Agreement shall be effective on the last date signed by the parties and shall remain in effect for a term of five years, unless earlier terminated by the parties under the provisions of this Agreement.
- B. This Agreement may be terminated, with or without cause, by either party at any time after giving the other party thirty (30) days advance written notice of its intention to terminate. The Director of ARMC is authorized to initiate termination on behalf of the County. Any termination by Affiliate shall not be effective as to any ARMC Resident who at the mailing of said notice to County was participating in the Program until such Resident has completed the training at the Affiliate for the then current academic year.
- C. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

SAN BERNARDINO COUNTY
ARROWHEAD REGIONAL MEDICAL CENTER
400 N. Pepper Avenue
Colton, CA 92324
Attn: Director, Medical Center

TOTAL LONGTERM CARE INC DBA INNOVAGE CALIFORNIA PACE – INLAND EMPIRE
410 East Park Center Circle North
San Bernardino, CA 92408

Unless otherwise stated in this Agreement, notice is deemed effective two business days from the date of mailing.

XIII. Modification

No modification, amendment, supplement to, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

XIV. Assignment

Neither party hereto shall assign its rights or obligations in this Agreement without the express written consent of the other party.

XV. Rules of Construction

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the

masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XVI. Entire Agreement

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. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar nor shall any waiver constitute a continuing waiver.

XVII. Governing Law and Venue.

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. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

XVIII. Counterparts and Electronic Signatures

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.

XIX. Conflict of Interest

The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services or obligations required by this Agreement.

XX. Severability

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XXI. Authorization

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

XXII. Accreditation/License

Any action or failure to act on the part of either party that result in the threatened loss of accreditation or licensure of the other party ("Non-Fault Party") will be considered a material breach of this Agreement, which

permits the Non-Fault Party to terminate this Agreement immediately, effective upon service of notice of termination.

XXIII. Standards and Regulatory Compliance

All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to the licensure and regulation of ARMC and to the operation of the Program shall be fully complied with by all parties hereto.

XIV. Political Contributions

Affiliate has disclosed to the County using Attachment 1, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the County Board of Supervisors. Affiliate acknowledges that under Government Code section 84308, Affiliate is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, the Affiliate will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Affiliate or by a parent, subsidiary or otherwise related business entity of Affiliate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year signed by the parties below.

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

▶ *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 2 2 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD



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

TOTAL LONGTERM CARE, INC. DBA INNOVAGE
CALIFORNIA PACE – INLAND EMPIRE

By ▶ *Seema Siraj*
Seema Siraj (Jul 24, 2023 10:52 PDT)
(Authorized signature - sign in blue ink)

Name Seema Siraj
(Print or type name of person signing contract)

Title Medical director
(Print or Type)

Dated: Jul 24, 2023

Address 410 Park Center circle North
410 Park Center circle North

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *[Signature]*
Charles Phan, Deputy County Counsel

Date 8/10/2023

Reviewed for Contract Compliance
▶ _____

Date _____

Reviewed/Approved by Department
▶ *[Signature]*
William L. Gilbert, Director

Date 8/14/23

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment (the "Program") of patients of Total Longterm Care, Inc. DBA InnovAge California PACE – Inland Empire ("Affiliate") under the Affiliation Agreement for Resident Rotations between the San Bernardino County on behalf of Arrowhead Regional Medical Center and Affiliate, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at Affiliate unless such injury or loss is caused by Affiliate's negligence or willful misconduct.

Dated this _____ day of _____, 20__.

Resident Name:

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable state and Federal laws, including under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, to keep confidential any information regarding patients of Total Longterm Care, Inc. DBA InnovAge California PACE – Inland Empire (“Affiliate”), as well as all confidential information of Affiliate. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Affiliate, except as required by law or as authorized by Affiliate.

Dated this ____ day of _____, 20__.

Resident Name:

Witness



ATTACHMENT 1
Senate Bill 1439
Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" in this Attachment refer to Affiliate. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Total Longterm Care, Inc. dba InnovAge California PACE– Inland Empire
2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
NA	NA

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
NA	NA

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
NA	NA	NA

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
NA	NA

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If no, please skip Question No. 9 and sign and date this form.

Yes If yes, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while approval of this Agreement is being considered and for 12 months after a final decision by the County.

Seema Siraj
Seema Siraj (Jul 24, 2023 10:52 PDT)

Jul 24, 2023

Seema Siraj

Total Long Term Care Inc, dba Innovage CA PACE