



**Contract Number**

**SAP Number**

## ARROWHEAD REGIONAL MEDICAL CENTER

<b>Department Contract Representative</b>	<u>William L. Gilbert</u>
<b>Telephone Number</b>	<u>(909) 580-6150</u>
<b>Contractor</b>	<u>Arizona Board of Regents on behalf of University of Arizona</u>
<b>Contractor Representative</b>	<u>Elisha Johnson</u>
<b>Telephone Number</b>	<u>(520) 626-6000</u>
<b>Contract Term</b>	<u>Five years from date of full execution</u>
<b>Original Contract Amount</b>	<u>Non-Financial</u>
<b>Amendment Amount</b>	<u>Non-Financial</u>
<b>Total Contract Amount</b>	<u>Non-Financial</u>
<b>Cost Center</b>	<u>8210</u>

### IT IS HEREBY AGREED AS FOLLOWS:

This Agreement is entered into by and between San Bernardino County, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and the Arizona Board of Regents on behalf of the University of Arizona, hereinafter referred to as "School."

### WITNESSETH

WHEREAS, the School has the need of additional facilities for clinical training of its Nurse Anesthetist students, hereinafter collectively referred to as "Students"; and

WHEREAS, the Medical Center operates a site which is suitable for the clinical training for the Students; and

WHEREAS, it is of mutual benefit to the parties to establish this coordinated clinical educational program for the education and training of the Students at the clinical facilities of the Medical Center;

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. Accreditation Compliance.

This Agreement covers the University of Arizona College of Nursing and as such the accreditation agency ("Accreditation Agency") responsible for the accreditation of the academic programs within the College of Nursing are the Commission on Collegiate Nursing Education (CCNE) for nursing programs and Council on Accreditation of Nurse Anesthesia Educational Programs (COA) for the nurse anesthesia programs.

II. Obligations of School:

The School will -

- A. Designate a faculty member of the School who shall serve as a Coordinator ("School Coordinator") and be responsible for supervising and coordinating the activities and assignments of the Students with the Coordinator designated by the Medical Center ("Medical Center Coordinator"). The School Coordinator and Medical Center Coordinator shall mutually determine the number of Students that will receive training at Medical Center.
- B. Provide and maintain the academic records and reports of its Students during their clinical learning experiences.
- C. Inform Students of Medical Center's requirement to comply with all applicable policies and procedures of the Medical Center. The Medical Center Coordinator shall notify the School Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with School's applicable policies and procedures as referred to below.
- D. Notify Students that they must follow all of the regulatory requirements stipulated by Medical Center.
- E. Provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
- F. Provide to the Medical Center, upon execution of this Agreement and separate written request, verification of (a) immunization for Hepatitis B or a signed OSHA declination; (b) an annual skin test, chest x-ray or other appropriate health test or survey for Tuberculosis; and (c) immunization for Measles and Rubella.
- G. Provide (1) basic Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rule training to its Students prior to placement at Medical Center and (2) department records of completion of such training to Medical Center upon written request. School also agrees to notify Students that they are required to comply with Medical Center's HIPAA policies and procedures during their rotation at Medical Center.
- H. Provide Students with training in Human Blood and Body Fluid Precautions that meets Occupational Safety and Health Administration ("OSHA") Regulations and notify Students of Medical Center's requirement to comply with all applicable policies, procedures, rules and regulations of Medical Center.
- I. School agrees to notify Students that they must provide to the Medical Center verification that the Student meets Medical Center background check requirements for students, as follows:
  - 1. Prior to Student(s) starting their training assignment at Medical Center, all Student(s) who will be on Medical Center premises must, at their own expense, complete a background

check in accordance with applicable State caregiver background check law and Medical Center policy. The results of the background check must be provided to Medical Center and contain clearance for at least the past seven (7) years and must include at least the following:

- a. All names
  - b. All counties (San Bernardino County, California required)
  - c. Social Security Number
  - d. Sex Offender Database
  - e. Office of Inspector General (OIG/GSA).
2. Only Student(s) with a PASS grade are accepted for training at Medical Center. Unacceptable hits include:
- a. Murder
  - b. Sexual offenses/misconduct
  - c. Physical abuse
  - d. Misdemeanor or felony fraud
  - e. Misdemeanor or felony theft
  - f. Misdemeanor involving weapons/violence/cruelty
  - g. Felony assault
  - h. Felony involving weapons/violence
  - i. Felony possession and furnishing (without rehabilitation certificate)
  - j. All pending charges
  - k. Multiple charges – two or more of the same or different nature
  - l. Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
  - m. Recent DUI charge – those which have occurred within the last 24 months
  - n. Dismissed charges for which the people have presented a reasonable argument to the court against dismissal.

Failure of the Student to provide the required verification under this section will disqualify the Student from participating in any activities (including any clinical training) at the Medical Center under this Agreement.

- J. Maintain for Students assigned to the Medical Center the records set forth in this Section II(B),(F), (G), (H), and (I) for five years after the Student's last clinical training related contact with the Medical Center. Upon request, these records will be provided to the Medical Center.
- K. Withdraw a Student from the clinical training program at the Medical Center if, after the consultation in accord with Section II(L) below, the School determines such action to be warranted.

### III. Obligations of the Medical Center:

The Medical Center will –

- A. Designate, after consultation with the School Coordinator, a Coordinator who will meet and plan with the School Coordinator the clinical activities and assignments of the Students. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students while at the Medical Center for training under this Agreement.
- B. Permit access for Students and Instructors to the clinical facilities as necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center.
- C. At the commencement of a Student's placement, provide the Student with an orientation about Medical Center's policies, procedures, standards and practices relevant to the Student's

placement including information regarding safety and emergency procedures. If applicable, Affiliate will also provide HIPAA training to Students whose clinical training assignments hereunder require such training in order to comply with County's policies.

- D. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health Care Services, and appropriate regulatory agencies.
- E. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference room space at the Medical Center for use by Students assigned for clinical learning experience.
- F. Allow Students to render only those services which are related to the objectives of the educational program and which the Students are competent to provide.
- G. Advise School of any changes in its personnel, operations, or policies, which may materially affect the clinical learning experience.
- H. Permit, subject to all applicable laws and education program accreditation requirements, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by School and agencies charged with the responsibility for accreditation of the education program.
- I. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by the person to whom such services are rendered at the Medical Center's usual and customary rate.
- J. Retain ultimate professional and administrative accountability for patient care.
- K. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
- L. The Medical Center will recommend to the School the withdrawal of a Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Medical Center, or (b) the behavior of the Student fails to conform to the applicable policies and procedures of the Medical Center. The Medical Center will assist the School, if necessary in implementing this recommendation.
- M. The Medical Center reserves the right, exercisable in its sole discretion to exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Medical Center.
- N. Upon request, and as appropriate and subject to approval of the Medical Center, collaborate with School faculty and students on clinical projects.
- O. In accordance with CCNE and COA guidelines Medical Center will comply with, at a minimum, the following: i. Ensure responsibility for the control and operation of Medical Center's facilities and its programs; ii. Reasonably cooperate with the School and acknowledge School's sole authority with respect to the School's academic programs; iii. Provide the clinical facilities and equipment reasonably necessary for the Students' clinical training and allow reasonable use of medical libraries, classrooms and conference rooms, as mutually agreed.
- P. Medical Center agrees that, upon report of exposure of Students to a potentially infectious agent or hazardous material (i.e. an exposure by skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the participation in the clinical training activities or exposure by inhalation, skin, eye, or mucous membrane to substances

defined as hazardous chemicals present in the training site such exposures may include but are not limited to needle stick, inhalation, mucus membrane or skin exposure or percutaneously to infectious agents and/or hazardous materials including blood/body fluids), Medical Center will, at the Student's expense, provide an assessment of the exposure incident to determine exposure significance and the necessity for initial prophylactic treatment, if applicable. Additionally, Medical Center will ensure any required assessment and treatment will be within the time limits articulated, as set forth in the most recent applicable protocols and guidelines of the Centers for Disease Control ("CDC") and consistent with OSHA Standards. Medical Center will immediately make available to the affected Student a copy of all records of such treatment and follow up, and if and when available and applicable, results regarding the HIV, HBV and HCV status of the source, to the extent permitted by law. If Medical Center does not directly provide care consistent with the level of exposure, then the Medical Center will provide for the prompt and appropriate transfer or referral of the Student to a facility that provides the appropriate emergency medical care. Finally, to the extent permitted by law, Medical Center will provide copies of all incident reports documenting the circumstances of the exposure to: University of Arizona Risk Management Services, P.O. Box 210300, Tucson, Arizona 85721-0300, Attn: Director of Occupational and Environmental Health and Safety. Medical Center will not be responsible for any post-exposure testing and further prophylactic drug treatment. Students are responsible for costs of the initial assessment, initial prophylactic treatment, and necessary tests including labs related to the exposure.

- Q. To the extent the Medical Center generates or maintains educational records related to participating Student(s), the Medical Center agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the School and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Medical Center as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the School's records is required by Medical Center to carry out the educational program.

#### IV. Insurance:

##### A. School.

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

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount 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 its employees providing services on behalf of the School and all risks to such persons under this Agreement. Students are not employees of School.

School agrees to maintain Worker's Compensation insurance as required under California State Law covering all employees providing services on behalf of School, including Students.

- b. Comprehensive General Liability Insurance - The School shall carry General Liability Insurance covering all operations performed by or on behalf of the School providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- Premises operations and mobile equipment
- Products and completed operations.

- Broad form property damage (including completed operations).
- Personal injury
- \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, 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 the School 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 School owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. 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 covering Students and any instructors and employees of the School, including the School Coordinator.

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

- f. Abuse/Molestation Insurance – School shall have abuse or molestation insurance providing coverage for all employees, Coordinator, Instructors, and Students 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.

2. Additional Insured – All policies, except for Workers’ Compensation and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Addition Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – The School shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the School and School’s employees or agents from waiving the

right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The School agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the School and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – School shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, and School shall maintain such insurance from the time School commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the School shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the School or County payments to the School will be reduced to pay for County purchased insurance.
9. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.
10. Any change requiring additionally types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. School agrees to execute any such amendment within thirty (30) days of receipt.
11. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

B. County.

1. County is a self-insured public entity for purposes of professional liability, general liability, premises liability coverage, and Workers’ Compensation. County warrants that through

its program of self-insurance, it has adequate professional liability, general liability, premises liability coverage and Workers' Compensation (in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate) to provide coverage for liabilities arising out of County's performance of this Agreement.

2. County, upon request of School, shall furnish School with certificates of self-insurance evidencing compliance with all requirements.
3. County agrees to maintain Workers' Compensation as required under California State Law.

C. Each party will notify the other thirty (30) days prior to any discontinuance of such insurance coverage. Upon either party's notice of the other's discontinuation of insurance coverage, the other party will then have the right to immediate termination of the Agreement.

V. Indemnification:

School agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County (inclusive of the Medical Center) and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person, including any Students, and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. School's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

VI. Cooperation in Disposition of Claims:

County and School agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. School shall be responsible for discipline of Students in accordance with School's applicable policies and procedures. To the extent allowed by law, County and School shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided under this Agreement; provided, however, that nothing shall require either County or School to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-product Privilege. To the extent required by applicable law, the County will obtain the written consent of patients prior to disclosure of any protected health information as may be required by federal law and HIPAA.

VII. Status of County and School:

The parties expressly understand and agree that -

- A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and School and their employees, partners, or agents, but rather is an Agreement by and among independent contractors, which are County and School.
- B. Instructors and Students and other School personnel are present at the Medical Center only for educational purposes, and such Instructors and Students and personnel are not to be considered employees or agents of the County for any purpose, including, but not limited to, compensation



for services, employee welfare and pension benefits, Workers' Compensation insurance, or any other fringe benefits of employment.

VIII. Confidentiality of Information:

- A. All information obtained and records created, which pertain to patients to whom care/service is provided shall remain confidential and the sole property of the Medical Center. Prior written approval of the Medical Center shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law. For purposes of HIPAA, School and County/Medical Center acknowledge that Students are part of Medical Center's "workforce," as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between the School and County and/or Medical Center.
- B. In keeping with all federal and state rules and regulations regarding patient confidentiality, the School will notify the Students that they are responsible for maintaining the confidentiality of patient information. The School expects that Medical Center will not permit Students to access, or have the right to review, any medical record, except where necessary in the regular course of the training program covered by this Agreement or in furtherance of any litigation arising out of Student's affiliation. Additionally, because of the School's potential reliance upon Medical Center for information required by federal, state and/or accreditation requirements, Medical Center agrees to provide School reasonable access to such information for those purposes to the extent permitted by law. The School will advise Students that they are not permitted to discuss, transmit or otherwise communicate, in any form, any patient information of a personal nature, medical or otherwise, obtained by the Student, except as a necessary part of the training programs covered by this Agreement. School will affirm that Students have received training required by Federal Rules and Regulations for the protection of patients' protected health information (PHI) and that departmental record of completion of such training will be available to Medical Center upon written request. School expects that Medical Center will provide any additional training to Students as members of its workforce. School agrees to notify Students of such requirement and Medical Center will provide School with records of such attendance.

IX. 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.

X. Compliance

The Parties will comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-discrimination and Immigration. The parties hereby certify that they shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. The parties further certify that they have obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services under this Agreement, hired after November 5, 1986.

XI. Assurance of Non-Discrimination:

The School and the County, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap or any other protected class in any policies, procedures or practices. Additionally, in the course of carrying out duties pursuant to this Agreement, Medical Center agrees that, if a Student makes an allegation or complaint either to Medical Center or to School that s/he has been subjected to unlawful discrimination by Medical Center, Medical Center agrees to reasonably cooperate with School to investigate and resolve such allegations or complaints.

XII. State Obligation.

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the legislature of the State of Arizona. If the legislature fails to appropriate the necessary funds or if the School's appropriation is reduced during the term of this Agreement, the Arizona Board of Regents may reduce the scope of the School's involvement in this Agreement, if appropriate, or cancel this Agreement without further duty or obligation by delivering written notice to the County as soon as reasonably possible after the unavailability of such funds comes to the Board's attention.

XIII. Conflict of Interest.

This Agreement may be canceled pursuant to Arizona Revised Statutes § 38-511 as amended, without penalty or further obligation, if any person significantly involved in initiating, negotiating, creating, drafting, or obtaining this Agreement on behalf of the Arizona Board of Regents is at any time while this Agreement or any renewal and extension of this Agreement is in effect, an employee or agent of the County in any capacity or a consultant to the County with respect to the subject matter of this Agreement. Cancellation will be effective when written notice is received, unless the notice specifies a later time.

XIV. Arbitration.

The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

XV. Assignment:

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

XVI. 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 the County or the School. 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.

XVII. Accreditation:

School shall maintain accreditation by the CCNE and COA and all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, and regulations necessary to maintain the program to educate its Nurse Anesthetist students. The School shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. School will notify County promptly of loss or suspension of any such licenses, permits and/or certifications that have a direct impact on the performance of this Agreement. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

XVIII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement 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.

**XIX. 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.

**XX. Counterparts and Execution:**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto. 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.

**XXI. 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.

**XXII. Debarment:**

If applicable, School shall comply with solely with those applicable United States Department of Health and Human Services (HHS), Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs. State and Federal law prohibits any payment to be made by Medicare, Medicaid (Medi-Cal) or any other federal health care program for any item or service that has been furnished by an individual or entity that has been excluded or has been furnished at the medical direction or prescription of a physician, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

School shall promptly notify ARMC's Chief Compliance Officer if it learns that an employee pertaining to the School Nurse Anesthesia program has been sanctioned or excluded by OIG and/or HHS.

School hereby represents that it is not 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, School represents that, to its knowledge, no proceedings or investigations are currently pending by any federal or state agency seeking to exclude School from such programs or to sanction School for any violation of any rule or regulation of such programs.

**XXIII. Term and Termination:**

This Agreement shall be effective starting the last date of authorized signature of the parties below (the "Effective Date") until five years from the Effective Date. However, this Agreement may be earlier terminated, with or without cause, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of the County. Such termination will not become effective with respect to the Students then participating in a rotation at Medical Center's facility until the Students' scheduled rotation

is complete, provided that Medical Center continues to have sufficient staffing and other resources to continue the program until that date.

#### XXIV. Notices

Any written notice given under this Section XXIV shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center  
400 N. Pepper Avenue  
Colton, CA 92324  
Attn: Hospital Director

UAHS Contracts  
1670 E. Drachman Street, 9<sup>th</sup> Floor  
PO Box 210216  
Tucson, AZ 85721-0216

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

#### XXV. Authorization:

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

**[SIGNATURE PAGE FOLLOWS]**

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

SAN BERNARDINO COUNTY ON BEHALF OF  
ARROWHEAD REGIONAL MEDICAL CENTER

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

ARIZONA BOARD OF REGENTS ON  
BEHALF OF THE UNIVERSITY OF ARIZONA

►  
\_\_\_\_\_  
(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

►  
\_\_\_\_\_  
Charles Phan, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
William L. Gilbert, Director

Date \_\_\_\_\_