



Contract Number

21-542

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>909-580-6150</u>
Contractor	<u>Chapman University</u>
Contractor Representative	<u>Kathy Besinque, Pharm. D.</u>
Telephone Number	<u>714-516-5407</u>
Contract Term	<u>7/13/21 through 7/12/26</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>7710</u>

Briefly describe the general nature of the contract: non-financial Affiliation Agreement with Chapman University to permit Chapman University Pharmacy Students to obtain clinical experience at Arrowhead Regional Medical Center, for the term July 13, 2021 through July 12, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form

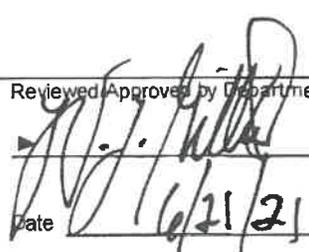

Charles Phan, Deputy County Counsel

Date 6/15/2021

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department


Date 6/21/21

CHAPMAN UNIVERSITY

AFFILIATION AGREEMENT

This Agreement is made and entered into on the last date executed by the parties ("Effective Date") between **CHAPMAN UNIVERSITY**, hereafter referred to as the "UNIVERSITY" and the **COUNTY OF SAN BERNARDINO** (on behalf of its Arrowhead Regional Medical Center) hereafter referred to as the "FACILITY."

WHEREAS:

The UNIVERSITY has a curriculum in pharmacy studies that awards a Doctor of Pharmacy degree and is accredited by the Accreditation Council for Pharmacy Education ("ACPE"), and;

Clinical experience is required as an integral component of the curriculum and professional preparation, and;

The UNIVERSITY desires the cooperation of the FACILITY and its staff in the development and implementation of the clinical experience and professional preparation of Pharmacy students, and;

The FACILITY will benefit from having professional services delivered to patients of the FACILITY by qualified students of the UNIVERSITY, and;

The parties have found it to be in the public interest for the FACILITY to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of the students.

NOW, THEREFORE, the UNIVERSITY and the FACILITY agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. THE PARTIES MUTUALLY AGREE:

- A. This Agreement shall continue in force and effect from and after the Effective Date for a period of five years. This Agreement may be renewed by mutual written consent of both parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice, provided that (subject to the other terms of this Agreement) all students currently enrolled in the Program at the FACILITY at the time of notice of termination shall be given the opportunity to complete the Program at the FACILITY unless FACILITY determines, following consultation with UNIVERSITY, that permitting the students to complete the Program at the FACILITY would adversely affect the FACILITY.
- B. The parties shall pursue the educational objectives for the clinical education experience, devise methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the objectives.

- C. The period of time for each student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- D. The number of students able to participate in the FACILITY'S clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available.
- E. Neither party shall receive any pay or remuneration for participation in this program.
- F. The FACILITY may request UNIVERSITY to withdraw from the FACILITY'S clinical experience training program any student who the FACILITY determines is not performing satisfactorily, or who refuses to follow the FACILITY'S administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of the reason or reasons why the FACILITY desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program any time, upon written notice to the FACILITY. Notwithstanding the foregoing, FACILITY may immediately remove from its facilities and bar from returning any student who poses an immediate threat or danger to FACILITY's personnel, healthcare providers, or patients or to the quality of medical services at FACILITY, or violates FACILITY's policies, based on FACILITY's sole discretion. FACILITY shall consult with UNIVERSITY prior to any such removal, or, if advance discussions are not possible due to an immediate threat of harm to FACILITY, its personnel or patients, consultations shall occur as soon as possible thereafter.
- G. Neither party shall discriminate in the assignment of student on the basis of race, color, disability, sex, religion, national origin, sexual orientation, gender identity or expression, pregnancy, genetic information, age, citizenship status, marital status, military or veteran status, ancestry, or any other basis prohibited by law.
- H. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FACILITY, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FACILITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence or willful misconduct of the UNIVERSITY, its trustees, officers, agents, students or employees.
- I. The FACILITY agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, officers, agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence or willful misconduct of the FACILITY, its agents, or employees.
- J. The parties agree that the students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them the students are not to be considered employees or agents of either the UNIVERSITY or the FACILITY for any purpose, including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- K. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To FACILITY:

Arrowhead Regional Medical Center
400 N. Pepper Ave.
Colton, California 92324
Attn: Hospital Director

To UNIVERSITY :

Chapman University
Office of the Executive Vice President
One University Drive
Orange, CA 92866
Attention: Harold W. Hewitt, Jr.
Phone: (714) 997-6717

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

- L. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have no right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- M. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the FACILITY.
- N. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- O. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- P. This Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Riverside County Superior Court.
- Q. FACILITY and UNIVERSITY each agree to maintain in full force and effect, at its sole expense and written by insurer(s) or by way of a qualified program of self-insurance acceptable to the other party:
 - a. Commercial General Liability Insurance, written on an occurrence form (MINIMUM REQUIREMENTS):

Limits of Liability:
\$1,000,000 Each Occurrence
\$3,000,000 General Aggregate

- b. Professional Liability Insurance, covering their respective operations in connection with this Agreement (MINIMUM REQUIREMENTS):

Limits of Liability:

\$1,000,000 Each Claim or Occurrence

\$3,000,000 Annual Aggregate

If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. If replaced by another policy, the replacement insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- c. Upon request, each party shall provide the other party with a Certificate of Insurance ("COI") on an Acord™ 25 form or other form acceptable to the other party stating that there is insurance in effect with the minimum limits shown above, naming the other party as the Certificate Holder and stating that should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with insurance policy provisions. Furthermore, each party shall provide the other party with 30-days' notice in the event of cancellation, non-renewal or material change in coverage afforded by subject insurance.

R. 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 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 this Agreement shall not be required. In the event of a termination under this provision, all students currently enrolled in the Program at the FACILITY at the time of notice of termination shall be given the opportunity to complete the Program at the FACILITY for the then academic year, unless FACILITY determines that the continued participation by the students in the Program at the FACILITY would affect FACILITY's licensure or accreditation status, violate any federal or state law or regulation, or cause harm to FACILITY, its patients or personnel.

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

T. 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.) In the event of a termination under this provision, all students currently enrolled in the Program at the FACILITY at the time of notice of termination shall be given the opportunity to complete the Program at the FACILITY for the then academic year, unless FACILITY determines that the continued participation by the students in the Program at the FACILITY would affect FACILITY's licensure or accreditation status, violate any federal or state law or regulation, or cause harm to FACILITY, its patients or personnel.

II. FACILITY AGREES:

- A. To designate a Site Coordinator of Clinical Education who will be responsible for the planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by that state's legislative and regulatory agency and the ACPE for the supervision of students in the clinical education setting.
- B. To provide the Site Coordinator of Clinical Education or Clinical Instructor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- C. To structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of the students. The FACILITY will attempt to meet the objectives set forth by the UNIVERSITY within the constraints of the FACILITY'S physical environment, patient load, and experience available.
- D. To advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- E. To provide the assigned students, whenever possible with the use of library resources, reference materials, equipment, and all other items necessary to operate the program at the FACILITY.
- F. To provide all participating students with a copy of the FACILITY'S rules, regulations, policies, and procedures with which the students are expected to comply.
- G. To provide for emergency health care of the student in case of accident at the expense of the student.
- H. The FACILITY shall, upon reasonable request and subject to any applicable laws, permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the training program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical training program.
- I. To evaluate the performance of the student on a regular basis using the evaluation form provided by the UNIVERSITY or one that is regularly used by the FACILITY. The FACILITY shall notify the UNIVERSITY, by at least midterm, of any serious deficit noted in that assigned student's ability to accomplish the objectives set forth for that clinical experience. It will then be the mutual responsibility of the assigned student, academic Director of Clinical Education and Site Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.
- J. FACILITY shall complete the student's performance evaluation(s) and submit as scheduled; upon completion of the pharmacy practice experience, the final assessment is to be received by the UNIVERSITY within five (5) working days.
- K. The FACILITY agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
- L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FACILITY or involving employees or agents of the FACILITY, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- M. To provide, upon request by any participating student, with such reasonable accommodations at the FACILITY as required by law in order to allow qualified disabled students to participate in the program.
- III. THE UNIVERSITY AGREES:
- A. To assume responsibility for the professional preparation of the student and compliance of the curriculum with the education standards set forth by the ACPE.
- B. To establish and maintain ongoing communication with the Site Coordinator of Clinical Education of the FACILITY on items pertinent to the education and the clinical education of students enrolled in the UNIVERSITY. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the FACILITY.
- C. To refer to the FACILITY only those students who have satisfactorily completed: the prerequisite didactic portion of the curriculum.
- D. To inform the student of the FACILITY'S requirements for acceptance when applicable.
- E. To provide the FACILITY written or electronic documentation concerning the student's health and any immunization against communicable diseases requested by the FACILITY.
- G. To supply the Site Coordinator of Clinical Education with an appropriate evaluation instrument for each student's clinical education experience or to accept the instrument regularly used by the FACILITY.
- H. To have each participating student provide, prior to commencement of the clinical experience, such confidential information as may be required by the FACILITY as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- I. That participating students are not employees of the FACILITY and they will not receive compensation from said the FACILITY.
- J. To inform participating students that they must abide by existing rules and regulations of the FACILITY.
- K. To inform participating students that they must be cleared, if required by the FACILITY, from an absence caused by injury or illness, by a physician.
- L. The student will provide evidence of health insurance coverage at the beginning of the clinical experience.
- M. UNIVERSITY shall inform all students to be placed at FACILITY of all applicable health verification requirements of the FACILITY. UNIVERSITY acknowledges that all students assigned by UNIVERSITY to FACILITY must be current with all required immunizations required by FACILITY, and that if a student who seeks to participate in the Program at FACILITY is not current with the required immunizations, FACILITY reserves the right, where allowed by law, to bar said student from participating in the Program at FACILITY. UNIVERSITY further understands that each student assigned by UNIVERSITY to FACILITY is required to provide to FACILITY satisfactory evidence that each student is free from contagious disease and does not otherwise present a

health hazard to FACILITY's patients, employees, volunteers, or guests, and that if a student is unable or unwilling to provide such evidence to FACILITY's satisfaction, FACILITY may, where allowed by law, bar the student from participating in the Program at FACILITY.

N. UNIVERSITY certifies that neither it nor any of its 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>). UNIVERSITY also 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, UNIVERSITY represents and warrants that no proceedings or investigations are currently pending or to UNIVERSITY'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.

This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

SIGNATURES:

Dated: 5/10/21

CHAPMAN UNIVERSITY

By: [Signature]

Name: Harold W. Hewitt, Jr.

Its: EVP and COO

Dated: JUL 13 2021

Facility: COUNTY OF SAN BERNARDINO

By: [Signature]

Name: Curt Hagman

Chairman, Board of Supervisors

Its: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS
LYNNA MONELL
Clerk of the Board of Supervisors of the County of San Bernardino

By: _____

