

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



Contract Number

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Arrowhead Pediatric Medical Group, Inc.
Contractor Representative	Dr. Webster Wong
Telephone Number	909-580-6315
Contract Term	July 1, 2020 – June 30, 2023
Original Contract Amount	\$1,194,282 (\$398,094 annually)
Amendment Amount	
Total Contract Amount	\$1,194,282 (\$398,094 annually)
Cost Center	9110004010

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

PART I

RECITALS

- 1.01 County is the owner and operator of an acute care hospital located at 400 North Pepper Avenue, Colton, California, known as Arrowhead Regional Medical Center, hereinafter referred to as "Hospital," in which is located a Department of Pediatrics, Division of Neonatology, hereinafter referred to as "Department."
- 1.02 Hospital operates both an inpatient service and outpatient clinics ("Clinics") offering healthcare services in the medical specialty of Neonatology ("Specialty"), listed on the attached **Appendix "A."**

- 1.03 The purpose of this agreement, herein referred to as the "Contract", is to provide a full statement of the respective rights and responsibilities of the parties in connection with the provision of the professional and administrative services ("Services") with respect to the Specialty.
- 1.04 Arrowhead Pediatrics Medical Group, Inc. is a medical corporation organized under the Medical Professional Corporation Laws of the State of California, hereinafter referred to as "Corporation", that employs or contracts with individuals who are licensed in California and qualified for practicing the Specialty ("Practitioners"). The term "Practitioner" includes individuals credentialed by the Hospital as either a Hospital Medical Staff member or Advance Practice Professional ("APP"). Corporation shall complete **Appendix "B,"** and submit to Hospital's Director and Hospital's Chief Medical Officer for approval prior to commencement of any services under this agreement.

PART II

APPOINTMENT OF DEPARTMENT LEADERSHIP

- 2.01 The Hospital's Director and the Hospital's Chief Medical Officer with the approval of the Medical Executive Committee and the Governing Body shall appoint a Practitioner of the Corporation as chair of the Specialty ("Specialty Chair"). The Governing Body is the Board of Supervisors for the County of San Bernardino
- 2.02 The Specialty Chair with the approval of the Medical Executive Committee shall appoint board certified and/or otherwise qualified Practitioners who meet all of the qualifications as set forth in the Bylaws of the Medical Staff to serve as the Specialty Vice-Chair and to serve in other appropriate administrative roles as defined in this Contract.
- 2.03 RESERVED
- 2.04 Practitioners or other personnel appointed to serve in any administrative role as described in this Part II and Part III of this Contract, must be available to devote appropriate time necessary to fulfill all terms of this Contract and shall not serve in an administrative role at any other hospital or healthcare entity without prior written consent of the Hospital's Director and the Hospital's Chief Medical Officer. Corporation and Practitioners shall comply with all applicable conflict of interest laws, rules and requirements, including, but not limited to, Government Code section 1090 et seq., the County's Conflict of Interest Code, and Part VIII of this Contract. Hospital Director and Hospital's Chief Medical Officer reserve the right in their sole discretion to review the conditions surrounding the request and rescind the consent for any reason, including, but not limited to, if the terms of the appointment change or are in conflict with the current appointment at the Hospital.

PART III

DUTIES OF CORPORATION

In order to provide the Services required herein, Corporation shall provide a sufficient number of qualified Practitioners and other personnel to serve under the following terms and conditions:

- 3.01 Responsibilities - Provision of Practitioners and Other Personnel
- A. Corporation shall provide the services of a Practitioner eligible to be appointed, in accordance with Part II of this Contract, to serve as the Department Chair and other Departmental leadership. The Department Chair shall perform all duties and functions of a department chair as described in the pertinent sections of the Bylaws of the Hospital's Medical Staff as are in effect from time to time.
- B. RESERVED

- C. Corporation shall provide an appropriate number of Practitioners in the Specialty, who satisfy the conditions in Section 3.02, to accommodate patient needs and Services at the Hospital and its Clinics and otherwise meet the patient care and teaching needs of the Specialty, Hospital, and its Clinics in the Specialty and applicable subspecialties.
- D. Corporation shall provide a list of proposed Practitioners (**Appendix “B”**) to provide Services under this Contract to the Hospital’s Director and the Hospital’s Chief Medical Officer for Hospital approval prior to a Practitioner providing Services under this Contract. Any proposed changes to the agreed upon list of Practitioners must be submitted in writing by the Corporation and shall be subject to the prior approval of the Hospital’s Director and the Hospital’s Chief Medical Officer. Any Practitioner proposed by the Corporation after the execution of this Contract must meet the Practitioner qualification requirements in Section 3.02.
- E. The parties agree that the Hospital shall have the right to immediately remove a Practitioner from the list of approved Practitioners by written notice to the Corporation at any time during the term of this Contract with or without cause. If removed from the list of approved Practitioners in the Specialty pursuant to this Section 3.01E., a Practitioner may no longer furnish Services under this Contract and the Corporation and the Hospital will work together to ensure appropriate continuity of care for any affected patients. Removal of a Practitioner from the list of approved Practitioners does not affect the Practitioner’s medical staff membership or clinical privileges, and does not generate hearing rights under the Hospital’s Medical Staff Bylaws.
- F. Corporation shall immediately remove any Practitioner from furnishing Services under this Contract who:
- Has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently;
 - Has his or her professional license to practice medicine in the state denied, suspended, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily; or
 - Fails to satisfy the requirements pertaining to Practitioners providing Services on behalf of Corporation pursuant to this Contract, including, but not limited to, the Practitioner qualifications contained in Section 3.02, or breaches or causes Corporation to breach this Contract.
- G. Corporation shall provide other personnel to ensure appropriate administrative support for management of the Specialty (“Non-Clinical Personnel”), including:
- Administrative Assistant
- H. Practitioners and other personnel of the Corporation shall complete all annual Hospital required education updates and recurring and/or specialized requirements including, but not limited to:
- Influenza Immunization
 - Annual Competency Education
 - Annual HIPAA Training
 - Infection Control
 - Adverse Events
 - Patient Safety
 - Pain Management
 - Services Recovery
 - Other programs as required by the Hospital or Medical Staff

3.02 Practitioner Qualifications

Corporation and each Practitioner (as to himself/herself) represents and warrants that, as applicable, each Practitioner:

- A. Maintains an unlimited, unrestricted license to practice in the state of California;
- B. Is board certified or is eligible for board certification in the Specialty, as required in the current Medical Staff Bylaws;
- C. Maintains membership on the Hospital's Medical Staff or APP Staff, with appropriate clinical privileges and/or practice prerogatives;
- D. Is a participating Practitioner in the Medicare and Medi-Cal programs, participates in all payor contracts Hospital enters, and in other government health plans in which Hospital participates;
- E. Will not participate in competitive billing practices with Hospital and will adhere to all Hospital billing guidelines and practices in accordance with applicable laws and regulations;
- F. Participates in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community, and in accordance with the maintenance of the specific privileges that said Corporation and each Practitioner acquires at Hospital, and as otherwise required by Corporation's continuing medical education policy;
- G. Is not an excluded, debarred or suspended Practitioner for any state or federal health care program, federal procurement program or of the U.S. Food and Drug Administration;
- H. Has never been convicted of a felony, or of a misdemeanor involving patient care issues, violation of healthcare laws or moral turpitude, or has been subject to exclusion from participating as a Practitioner in either the Medicare, or a state Medicaid program; and
- I. Has never had his/her privileges or prerogatives to practice at any health care facility, medical staff membership, or license to practice in any state been limited, suspended, revoked or voluntarily relinquished.

Each Practitioner providing services under this Contract shall sign an acknowledgment, in the form of **Attachment "A"** attached hereto, of the obligations of Corporation hereunder, and the representations contained in this Section. This Contract does not confer any rights on Practitioners individually, and only the Hospital, the County and Corporation shall have the right to assert the benefits of this Contract.

3.03 Responsibilities - Administrative

Corporation shall ensure that each Practitioner appointed to an administrative role described in this Part III shall perform the specific duties and responsibilities set forth in **Appendix "C"** attached hereto and comply with the time records requirements in Section 5.04.

3.04 Responsibilities - Teaching

Those Practitioners appointed pursuant to Part III of this Contract, shall be responsible for preparing and presenting didactic lectures, conferences, seminars, ACGME required hours, teaching rounds and other activities necessary to carry out the established core curriculum for the teaching in the Specialty and liaison Hospital's residents and Hospital-contracted university-affiliated medical students, and shall comply with the time records requirements in Section 5.04.

3.05 Clinical Duties

- A. Corporation shall provide (and shall ensure all physicians working for Corporation provide) appropriate clinical services in accordance with this Agreement, to any and all inpatients and outpatients, and shall not turn away or decline to see any inpatients or outpatients, regardless of any such patient's race, color, creed, ethnicity, religion, national origin, ancestry, citizenship, marital status, age, sex, sexual orientation, pre-existing medical condition, physical or mental handicap, financial status, insurance status, economic status, ability to pay for medical services, or any other category protected by law, and shall render such services for all such patients in accordance with the same standards and within the same time availability as such services are rendered by Corporation to other patients.
- B. Corporation acknowledges that Hospital has a policy pursuant to which it classifies certain patients as Charity Care patients based on an individualized assessment of the patient's financial need, and Hospital does not charge or seek to collect payment from Charity Care patients for Hospital's services once Hospital has determined that a patient qualifies as a Charity Care patient. Accordingly, Corporation agrees that it will adhere to Hospital's policy in this regard and shall not charge or seek to collect payment from Charity Care patients for Corporation's professional medical services once Hospital notifies Corporation that a patient qualifies as a Charity Care patient. Corporation acknowledges and agrees that its compensation from Hospital in accordance with this Agreement is sufficient to compensate Corporation for all of its services hereunder, including the services Corporation renders to Charity Care patients.
- C. Corporation shall provide appropriate Practitioner staffing to ensure patient appointments are available within fifteen (15) business days of request.
- D. Corporation shall provide required clinical schedules by the first of each month for the following two (2) calendar months. This will ensure adequate scheduling opportunity for the County staff.
- E. Practitioners shall provide Hospital 30-days prior written notice of any routine clinic cancellation days when scheduled at the Hospital or any Clinic. Routine cancellation is defined as any cancellation other than for an emergency or illness. Any non-routine cancellation must be discussed with Clinical Manager and Hospital Administration.
- F. Practitioners are expected to be available to provide care during all clinical scheduled hours.

3.06 Practitioner Coverage

- A. Corporation shall ensure that there is a qualified Practitioner available for Specialty consultation on a 24-hour per day, seven days per week basis to ensure proper operation of all units of responsibility in the Hospital and its Clinics.
- B. Corporation shall provide appropriate staffing to ensure inpatient consults and procedures are completed as medically indicated, but no later than twenty-four (24) hours of request.
- C. Corporation personnel designated pursuant to Parts II and III of this Contract, shall devote sufficient time to perform all administrative duties in a timely and efficient manner. In the event that Corporation fails to provide coverage of the positions described in Parts II and III and other pertinent sections of this Contract, the parties agree that the compensation due to Corporation pursuant to Part V of this Contract for such administration, supervision, and teaching for these positions shall be reduced in proportion to the actual reduction in coverage of the positions.
- D. Corporation shall provide Practitioner services to all patients requiring Specialty care at the Hospital and its Clinics, and will ensure active participation of assigned Practitioners in activities of the Hospital and Medical Staff, including but not limited to, education, committees, and quality improvement activities.

3.07 Non-Clinical Personnel

Non-Practitioner Personnel employed by the Corporation are expected to develop and maintain an amicable working relationship with Hospital management and staff. Such personnel will maintain a reporting relationship with the Executive Assistant in the Hospital Department of Administration and will follow all Hospital policies and directives referred to in Paragraph 3.08. Corporation will be notified in the event that any Corporation Non-Practitioner Personnel fail to maintain an amicable relationship and/or fail to follow Hospital policies, at which point Corporation agrees to discontinue use of such Non-Practitioner Personnel to fulfill Corporation's obligations under this Contract.

3.08 Compliance with Laws, Rules and Policies

At all times during the duration of this Contract, Corporation agrees that it and the Practitioners and other personnel providing Services under this Contract shall comply fully with all applicable laws, and with all the Clinic, Hospital, Medical Staff and County policies, protocols, bylaws, rules and regulations, and regularly discharge all administrative and professional responsibilities of the Hospital and of the Medical Staff, including active participation in the Hospital's risk management program and electronic initiatives. Corporation further specifically agrees that it and the Practitioners and other personnel providing Services under this Contract shall abide by Hospital's policies prohibiting misconduct toward patients or harassment of employees, including the policy attached as **Exhibit "C"**, and shall report violations of such policies

3.09 Medical Staff and Hospital Committees

Corporation shall ensure that designated Practitioners shall faithfully serve on Hospital and Medical Staff Committees when appointed thereto by the President of the Medical Staff and/or Hospital Director and or Hospital's Chief Medical Officer. Practitioner shall attend at least 80% of all scheduled meetings, arrive on time and stay through entire meeting, and actively participate in a collaborative manner.

3.10 Projection of Needs

It shall be the responsibility of the Corporation to annually project space, personnel, and equipment needs for the areas of responsibility as defined by this Contract for each County fiscal year and project needs for future years as required by Hospital and to submit such evaluations and projections in writing with the same supporting documentation and process required by the Hospital for space and equipment needs, including but not limited to formal requests via committee and/or Hospital department approval to the Hospital Director.

3.11 Referrals Involving County Patients

The Corporation and the Practitioners providing services under this Contract agree that they shall not compete with Hospital by re-directing County Patients (as defined herein) to private practice ventures (i.e. non-County providers or facilities). For purposes of this Section 3.12, "County Patients" shall include any and all patients initially seen by any Practitioner while providing services under this Contract including any patients seen by Practitioners in the Hospital, any Hospital Clinic or any other County facility. This requirement to make referrals to the County shall not apply if: (1) the patient expresses a preference for a non-County provider or facility; (2) the patient's insurer determines the provider, practitioner or supplier; or (3) the referral is not in the patient's best medical interests in the Practitioner's judgment. In addition, the parties agree that referral requirement in this section relates solely to the Practitioner's services covered by the scope of the Contract and the referral requirement is reasonably necessary to effectuate the legitimate business purposes of the Contract. In no event shall the Corporation or any Practitioner be required to make referrals that relate to services that are not provided by the Corporation or any Practitioner under the scope of this Contract.

3.12 Private Use of Hospital Premises

Corporation acknowledges that Hospital is required to comply with certain provisions of the Internal Revenue Code (the Code and its accompanying rules, regulations and procedures are together referred to as "IRC") relating to tax-exempt bonds (which were used to finance the acquisition and construction of the Hospital) and restrictions on private use imposed on property financed with proceeds of tax-exempt bonds. Corporation agrees that if Hospital, in its sole discretion, determines an amendment of this Contract is necessary so that Hospital is in compliance with the applicable IRC, it will execute an amendment to this Contract and do so in an expedited manner.

3.13 Non-Permitted Use of Hospital Premises

Corporation shall not use, or permit any of Corporation's representatives to use, any Hospital facility or service for any purpose other than the performance of Services under this Contract. Corporation agrees that no part of the Hospital premises shall be used at any time as an office for private practice or delivery of care for non-County patients.

3.14 Research Studies/Clinical Trials

Corporation shall submit all research studies/clinical trials involving patients at the Hospital and its clinics to the Hospital's Institutional Review Board and Office of Research and Grants to obtain approval prior to implementation of any part of the research study/clinical trial at the Hospital.

Corporation shall ensure that all research study/clinical trial Contracts with third party sponsors shall contain a provision indemnifying, defending and holding harmless the County, its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability, including reasonable attorney fees and costs arising out of or directly attributable to the research study/clinical trial.

3.15 Notification of Certain Events

Corporation shall provide immediate verbal notice upon receipt of information to the Hospital Director and/or Hospital's Chief Medical Officer and, in addition, provide written to the Hospital Director and/or Hospital's Chief Medical Officer notification within twenty-four (24) hours after the occurrence of any of the following events:

- A. Corporation, or any of the Practitioners providing Services under this Contract, becomes subject of, or materially involved in any investigation, proceeding, or disciplinary action by: Medicare and/or the Medical program or any other federal or state health care program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any hospital's or health facility's medical staff;
- B. The medical staff membership or clinical privileges of any of the Practitioners providing Services under this Contract, at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
- C. Any Practitioner providing Services under this Contract has his or her license to practice in any jurisdiction suspended, revoked, or otherwise restricted;
- D. Any Practitioner or other personnel providing Services under this Contract is convicted of a criminal offense;
- E. Corporation, or any of the Practitioners providing Services under this Contract, is debarred, suspended, excluded or otherwise ineligible to participate in any federal or state health care program;

F. Corporation, or any of the Practitioners providing Services under this Contract becomes the subject of any suit, action or other legal proceeding arising out of the Services provided under this Contract; or

G. Any representation contained in Section 3.02 ceases to be true.

3.16 Academic Performance

Corporation shall ensure Practitioners providing teaching services under this Contract devote the appropriate time necessary to complete the required teaching duties for the Specialty as required by the Accreditation Council for Graduate Medical Education.

3.17 Compliance with Electronic Initiatives

Corporation shall participate in the development, implementation and continuous improvement of electronic initiatives (e.g. electronic health records (EHR), E-Consult, etc.) affecting their service area and shall ensure that all Practitioners and Non-Clinical Personnel providing services under this Contract receive the appropriate training necessary to successfully implement the initiatives.

3.18 Active Participation in Hospital Risk Management Program

Corporation shall ensure that Practitioners and Non-Practitioner Personnel providing services under this Contract participate fully in all aspects of the Hospital Risk Management Program including but not limited to all liability education programs, Root Cause Analyses, Proactive Risk Assessments/FMEA, cooperation with all risk or legal related investigations and inquires, and communication with County attorneys via the Hospital Risk Management Program.

3.19 Operational Improvement Committees

To improve quality and patient satisfaction, Hospital will establish operational improvement committees in various areas of service. Corporation shall participate in such committees by assigning a Practitioner to serve as co-chair/physician champion on committees affecting Corporations area of practice, and on committees where the stakeholders include a Practitioner from the specialty of which participation is required.

3.20 Participation in County Clinically Integrated Network.

The County is in the process of developing a clinically integrated network ("CIN"), which will include the Hospital and may include an independent practice association ("IPA"), or other entity, which CIN will facilitate the coordination of patient care across conditions, providers and settings, and streamline the process for contracting with third party payors, including but not limited to access to any and all software or hardware that maintains records and/or data that may be part and parcel to patient care or constitute a complete medical record as determined by policy, law, or regulation. The Corporation agrees to participate in any CIN directly, or through an IPA, as applicable, and as reasonably requested by the Hospital.

3.21 3.21 Key Performance Indicators

Corporation shall work to improve the following Key Performance Indicators by a minimum of 2% each year:

- A. Readmission rate less than 4%.
- B. Postnatal Steroid – At or below California Perinatal Quality Care
- C. Collaborative Standard

PART IV

DUTIES OF HOSPITAL

4.01 Facilities, Equipment, Supplies and Services

Hospital shall provide and maintain adequate space and appropriate equipment for the efficient operation and conduct of the Specialty and the Clinics. Hospital shall also provide utilities, housekeeping, security, laundry, accounting, purchasing, medical records, and other supplies and services required for the administrative and educational operation of the Specialty and the Clinics in accordance with available resources and with consideration to essential areas, as determined by Hospital and with the Hospital having priority. The facilities, equipment, services, and supplies needed shall be determined initially and reevaluated from time to time by the Hospital. All equipment introduced, utilized, or proposed by the Corporation shall be approved in accordance with current Hospital policy.

4.02 Administrative Personnel

Administrative personnel required for the proper operation of the Specialty and the Clinics shall be employed by Hospital, except personnel specifically identified in accordance with Paragraph 3.01 of this Contract. The selection and retention of such personnel shall include consultants of the Corporation, consistent with the County's Memorandum of Understanding provisions and County's Personnel Rules and Regulations.

4.03 Contract Compliance

Hospital and Corporation representatives will meet quarterly to discuss contract compliance by both parties. Corporation will supply data relevant to contract compliance upon request of the Hospital.

4.04 RESERVED

PART V

BILLING AND COMPENSATION

County shall compensate Corporation as detailed in Part V. Billing and Compensation.

5.01 Compensation

Hospital shall compensate Corporation for Services provided under this Contract, as follows:

<u>Position</u>	<u>Description</u>	<u>Contract Amounts (\$/year)</u>
Specialty/Service Line Administration		
Director, NICU	0.25 FTE or 500 hours per year	\$100,719
Administrative Assistant	0.50 FTE	\$48,000
Subtotal – Administration		\$148,719
Direct Patient Care and On-Call Coverage		
Physician Daily Coverage	Subsidy for M-F Daily Physician and Midlevel Coverage (Physician wrvu - 8,061; Midlevel wrvu - 2,297)	\$81,439
Neonatologist on Call	24 hour call coverage	\$167,936

Subtotal – Direct Patient Care and On-Call Coverage	\$249,375
Total fixed cost per annum	\$398,094

5.02 Compensation for Direct Patient Care

Hospital shall not compensate Corporation for professional services rendered except as otherwise stated herein.

Corporation shall bill usual and customary charges for such services directly to the patient or appropriate third party payors in accordance with the laws and regulations of the State of California, the United States and appropriate governmental agencies and Corporation shall bear all risks for collection of said fees. Hospital shall use its best efforts to provide Corporation or its billing agents with all records and data necessary to accomplish such billing for patient care services rendered in an efficient and timely manner, to enable all billings to be made within the time limits established by law. Corporation shall not bill patients for services and responsibilities rendered by Corporation pursuant to Part III of this Contract, or for direct patient care rendered by fellows and residents not directly supervised by or in conjunction with faculty personnel of the Corporation.

5.03 Method of Payment

For services provided pursuant to Part III of this Contract, County shall pay Corporation on the fifteenth day of each month, for services provided in the prior month, unless otherwise noted in this agreement, following submission of billing under Paragraph 5.01 above.

5.04 Time Records

It shall be the responsibility of the Corporation to ensure that Practitioners sign and record their time spent in administration, supervision, and teaching (where applicable) pursuant to Part III of this Contract in accordance with the "Time Record Form" hereto attached as **Exhibit "A."** Corporation shall submit to County such time records as an attachment to the invoice supporting such activity within thirty days of the end of the calendar month during which the services were provided. Records that are incomplete shall be returned for completion. The parties acknowledge that the actual time required to perform the administration services may vary from month to month, provided, however, that Corporation shall ensure that the level of administration services is at least sufficient to meet the requirements under California Code of Regulations, Title 22, CMS Conditions of Participation, and Hospital accreditation standards regarding medical-administrative oversight of clinic activities. The County's obligation to compensate the Corporation for the administrative and teaching services described in Sections 3.03 and 3.04 of this Contract is contingent upon: (1) the Corporation's completion of the minimum number of administrative and teaching hours required by ACGME; and (2) the Corporation's submission of the time records described in this Section 5.04. In the event that any time record required under this section is delinquent for more than 30 days following occurrence of the delinquency, the County shall be entitled to withhold fees due to the Corporation pursuant to Section 5.01. Such withholding shall be made from the next payment due to the Corporation following such delinquency.

5.05 Electronic Fund Transfer Program

Corporation shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Corporation's designated checking or other bank account. Corporation shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

5.06 Billing Compliance/Indemnification

Corporation shall comply with all applicable laws, including those of any federal or state health care program, customary practice and other third party payor programs, whether public or private, in connection with billing and coding for Practitioner Services provided pursuant to this Contract. Corporation shall adopt and maintain billing and coding compliance policies and procedures to ensure Corporation's compliance with applicable laws including those of any federal or state health care program, including but not limited to the Medicare and Medi-Cal programs. Hospital shall have reasonable access to Corporation's records in order to assure Corporation's compliance with this Contract.

Corporation hereby agrees to indemnify, County, its officers, supervisors, employees and agents from and against all liability, cost, loss, penalty or expense (including without limitation, attorneys' fees and court costs) incurred by County resulting from negligent acts or omission by Corporation which result inaccurate and/or improper billing information furnished by Corporation and relied on by Hospital regarding professional services rendered by Corporation to Hospital patients.

PART VI

DELINQUENT MEDICAL RECORDS AND REPORTS

- 6.01 Practitioners shall prepare and maintain, or cause to be prepared and maintained, complete and accurate medical records, in accordance with all applicable policies, laws, and regulations including Hospital and Medical Staff requirements for documentation, timeliness and completeness, for each patient who is treated by Corporation at Hospital or any Hospital Clinic. Said medical records shall, at all times, be the property of Hospital, but (subject to all applicable patient privacy laws and regulations) Corporation shall have reasonable access to such medical records and shall have the right to make copies thereof, at Corporation's sole cost and expense, upon reasonable notice to Hospital requesting to do so.
- 6.02 Corporation shall ensure completion of the medical records as stated in accordance with all applicable policies, laws, and regulations, and Medical Staff Bylaws and Rules and Regulations.
- 6.03 Corporation shall prepare and submit Resident Evaluations no later than fourteen (14) business days after receipt of written notification or in accordance with the most current timeframe put forth by the Hospital.
- 6.04 A medical record or Resident Evaluation not completed within the timeframes defined in this section is considered to be delinquent. In the event that any medical record or Resident Evaluation required under this section is delinquent for more than 60 days following occurrence of the delinquency, the County shall be entitled to withhold fees due to the Corporation pursuant to Paragraph 5.01. Such withholding shall be made from the next payment due to the Corporation following such delinquency. The withheld funds will remain in place until all delinquencies in place for greater than 60 days have been corrected.

PART VII

GENERAL PROVISIONS

7.01 Personnel

All residents, fellows and non-medical personnel required for the proper operation of the Specialty and the Clinics, who are not employed by or who have not contracted with Corporation, shall be employed by Hospital or other affiliated institutions.

7.02 Independent Contractors

In the performance of work, duties, and obligations by Corporation under this Contract, it is mutually understood and agreed that the Corporation, its employees, associates, partners, and/or contracting persons are at all times acting and performing as independent contractors, practicing the profession of medicine and specializing in the Specialty. The Corporation, its employees, associates, partners, and/or contracting persons are not officers, employees, agents, or volunteers of the Hospital, and as such, the County's workers' compensation benefits will not be extended to the Corporation, its employees, associates, partners, and/or contracting persons.

Hospital shall neither have nor exercise any control or direction over the methods by which Corporation or its employees, associates, partners, or contracting persons shall perform duties subject to their clinical training and education unless directed by policy, law, or regulations. The sole interest and responsibility of Hospital is to assure that the Specialty and Services covered by this Contract shall be administered, performed, and rendered in a competent and efficient manner satisfactory to the Hospital's Director and Chief Medical Officer and based in accordance with the essentials of acceptable medical practice. All parties hereto shall fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of Practitioners and hospitals and to the operations of the Specialty. In addition, the parties shall also operate and conduct the Specialty in accordance with standards and recommendations of the American Osteopathic Association (AOA) and American Medical Association (AMA), the Policies and Procedures of the Hospital and County, and the Bylaws, Rules and Regulations of the Medical Staff as may be in effect from time to time.

7.03 Scribes

Corporation may utilize the services of qualified clerical and non-professional personnel referred to as scribes as a subcontractor. A scribe helps providers expedite the patient flow and improve medical record documentation speed and accuracy. A scribe functions under the direct supervision of the Corporation. The Corporation is ultimately responsible for all documentation in the medical record, including entries made by scribes. Corporation must ensure that all documentation in the medical record conforms to the Hospital policy, and all legal/regulatory requirements. Under no circumstances may scribes provide clinical services. Corporation and its subcontractor scribe(s) shall comply with all applicable Hospital policies, including, but not limited to, Policy No. 20, "Utilization of Scribes." In utilizing scribes, Corporation shall comply with all terms and conditions of this Contract, including, but not limited to, Part IX.

7.04 Subcontracting

Corporation agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from Hospital. Any subcontractor shall be subject to the same terms and conditions as Corporation. Corporation shall be fully responsible for the performance and payments of any subcontractor's contract.

7.05 Taxes and Workers' Compensation

Corporation shall assume sole and exclusive responsibility for payment of its federal and state income taxes, its federal social security taxes, and for maintaining Workers' Compensation insurance as provided in this Contract. Corporation agrees that County shall not be responsible for providing for the above taxes and insurance on behalf of Corporation; and the Corporation agrees to defend, indemnify, and hold harmless County from any and all actions and/or claims which seek to collect said taxes and insurance from County.

Without in any way affecting the indemnity herein provided and in addition thereto, the Corporation shall secure and maintain throughout the contract term the following Workers' Compensation/Employers Liability insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Corporation and all risks to such persons under this Contract.

If Corporation has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

7.06 Professional Liability Indemnity

County shall indemnify Corporation as is provided by the Professional Liability Indemnity Clause, which is attached hereto as Exhibit "B" and is incorporated herein by this reference. Coverage shall be provided to corporation/subcontractors as detailed in "Breakdown of Coverage for Corporations and Subcontractors" hereto attached as Exhibit "D." No Practitioner shall be indemnified as provided in Exhibit "B" until such Practitioner is granted clinical privileges as a medical staff member.

7.07 Disagreement

Any questions or disagreement concerning standards of professional practice or the character of Services furnished in the Specialty shall be processed according to the Bylaws of the Medical Staff as are in effect from time to time.

7.08 Status of Parties

- A. The parties hereby expressly understand and agree that this Contract is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Corporation and County but is rather a Contract by and between independent contractors.
- B. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, health insurance, other fringe benefits of employment, or workers' compensation insurance.

7.09 Assignment

Nothing contained in this Contract shall be construed to permit assignment or delegation by Corporation of any rights or duties under this Contract and such assignment or delegation is expressly prohibited without the written consent of Hospital.

7.10 Contract Amendments

Corporation agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of the Contract and approved by the required persons and/or organizations.

7.11 Rules of Construction

The language in all parts of this Contract 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 Corporation. Section headings in this

Contract are for convenience only and are not to be construed as a part of this Contract 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.

7.12 Governing Law

This Contract 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.

7.13 Severability

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

7.14 Alternative Dispute Resolution

In the event the Hospital determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Notwithstanding the above, nothing herein shall preclude either party from pursuing its legal remedies at law in the event a mutually satisfactory solution is not reached.

7.15 Term of Contract

This Contract shall be effective July 1, 2020, ("Effective Date"), and shall remain in effect through June 30, 2023, unless otherwise terminated pursuant to Section 7.16.

7.16 Termination

This Contract may be terminated by either party for any reason or no reason upon one hundred twenty (120) days prior written notice to the other party.

Hospital shall have the right to terminate this Contract immediately upon the occurrence of any one or more of the following events (however, all of the Hospital's remedies shall survive such termination):

- A. Corporation is unable or unwilling to perform the duties required by this Contract;
- B. Corporation is suspended or excluded from the Medicare or Medi-Cal program;
- C. Material breach, by Corporation, of any term or condition of this Contract. Hospital shall provide thirty (30) days advance written notice to corporation specifying the nature of the breach. Corporation shall have thirty (30) days from the date of the notice in which to remedy the breach; or
- D. Corporation becomes insolvent.

The Director of the Hospital is authorized to terminate this Contract on behalf of the County.

7.17 Changes in Healthcare Coverage, Delivery and/or Reimbursement

In the event that any legislative or regulatory change in healthcare coverage, delivery or reimbursement (including any change in Medicare or Medicaid policies or rules), whether state or federal, has, or is reasonably anticipated by either party to have, a significant adverse impact on a party hereto, the affected party shall have the right to require that the other party renegotiate the terms of this Contract. If after a good faith effort by each of the parties to resolve that significant adverse impact, it is determined that this Contract cannot be modified to address the significant adverse impact in a manner satisfactory to each of the parties consistent with applicable laws, then either party may terminate this Contract by giving thirty (30) days written notice to the other.

7.18 Notices

All notices or consents to be given by any party or parties to this Contract to any other party or parties hereto shall be given in writing, by personal service, by registered or certified mail, postage prepaid, by wire, mailgram or telegram, or by courier service or messenger. Notice given by personal service or otherwise shall be duly delivered or addressed as follows, or shall be directed to such other person or address as either party hereafter specify in writing:

To County: Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, California 92324-1819
Attention: Director

To Corporation: Arrowhead Pediatric Medical Group, Inc.
400 North Pepper Avenue
Colton, CA 92324
Attention: President

Any such notice to any party deposited in the mails for delivery by the United States Postal Service shall be deemed for all purposes of this Contract to have been given 48 hours after such deposit. Notice delivered by any other means except personal service, shall be deemed given 24 hours after dispatch or transmission. Notice delivered by personal service shall be deemed given upon delivery.

7.19 Former County Officials

Corporation agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Corporation. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Corporation. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer, or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. If during the course of administration of this Contract, the County determines that the Corporation has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

7.20 Inspection of Records

Corporation further agrees that only to the extent required by Section 952 of Public Law 96-499, and the regulations promulgated thereunder, those portions of the books and records of the Corporation which relate to the Corporation's activities pursuant to this Contract will be available to the Secretary of Health and

Human Services or the Comptroller-General for a period of four (4) years after the relevant services are furnished.

7.21 Disability or Death

Within thirty (30) days of the approval of this Contract, Corporation shall submit a plan to provide for the continuity of services to Hospital in the event of the death or disability of any Practitioner(s) providing services under this Contract. The parties agree that at any time it is decided that the primary responsible Practitioner or Department Chair, as the case may be, is permanently disabled or otherwise unable to perform his or her duties under the contract, Corporation shall have three (3) months from the disability date to provide the services of another Practitioner acceptable to County in accordance with Parts II and II of this Contract. Further, County shall have the right from the date of disability to select or otherwise approve an acting chair to serve in such capacity until the expiration of the contract or his or her replacement is approved by the County and by Corporation. The parties expressly agree that at all times County shall receive the services and be provided with personnel all as set forth and required in the existing Contract.

7.22 Discrimination

During the term of the Contract, Corporation shall not discriminate against any employee or applicant for employment, patient or person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Corporation shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Corporation shall also comply with Exhibit "C" attached hereto and incorporated herein by this reference.

7.23 Incorporation by Reference

This Contract incorporates by reference any and all other Contracts in effect between the Corporation and County, to the extent applicable and permitted by law, for services to County on behalf of Hospital but not other County departments or agencies. This Contract also incorporates by reference Appendices "A", "B", and "C", Exhibits "A", "B", "C", and "D" and completed and signed Attachment As, all of which are referenced in and considered part of this Contract. This Contract also incorporates by reference the recitals.

7.24 Entire Contract

This Contract contains the final, complete and exclusive Contract between the parties hereto. Any prior Contract promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract 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 Contract and signs the same of its own free will.

7.25 Improper Consideration

Corporation shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Contract awarded by County.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the

County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Corporation shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Corporation. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

7.26 Authorization

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

7.27 Excluded Practitioners

Corporation shall comply with the 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, 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 Practitioner, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

Corporation represents that it has screened all current and prospective employees, Practitioners, partners and persons having five percent (5%) or more of direct ownership or controlling interest of the Corporation for eligibility against the OIG's List of Excluded Individuals/Entities ("LEIE") to ensure that ineligible persons are not employed or retained to provide services related to this contract, and will continue to periodically screen such individuals and/or entities against the LEIE. The OIG's website can be accessed at: <http://oig.hhs.gov/fraud/exclusions.asp>.

Corporation shall have a policy regarding sanctioned or excluded employees, Practitioners, partners and owners that includes the requirement for these individuals to notify the Corporation should the individual become sanctioned or excluded by OIG.

Corporation shall immediately notify the Hospital's Chief Compliance Officer should an employee, Practitioner, partner or owner become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this Contract.

7.28 Master List

The Hospital represents and warrants to the Corporation that this Contract, together with any other contracts between the Hospital and the Corporation, and between the Hospital and any Practitioner providing services on behalf of Corporation, will be included on the master list of Practitioner contracts maintained by the Hospital.

PART VIII

CONFLICT OF INTEREST

8.01 Statement of Economic Interests

As provided in section 2.04 of this Agreement, Corporation and Practitioners shall comply with all applicable conflict of interest laws, rules and requirements, including, but not limited to, Government Code section 1090 et seq., the County's Conflict of Interest Code, and this Part VIII.

Corporation shall cause its Practitioner employees, Practitioners otherwise affiliated or attached to it and Practitioners who subcontract with it or who subcontract with its subcontractors, and who are members of the Hospital Active and Provisional Medical Staff, and who as a part of their duties under this contract make or participate in making decisions regarding the procurement or use of medical equipment or supplies, or other decisions having a material financial effect, to complete an annual Statement of Economic Interests as required by the County of San Bernardino.

Corporation shall inform Hospital of any ownership, investment or compensation interest or arrangement of Corporation which may present a professional, financial, Stark Law, or any other federal or state conflict of interest or materially interferes with corporation's performance of its duties under this Contract.

PART IX

PRIVACY AND SECURITY OF HEALTH RECORDS

9.01 The Corporation and the Hospital shall protect the privacy and provide for the security of patient identifiable health information and patient financial information disclosed to them in compliance with all applicable state laws and the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA"), the California Confidentiality of Medical Information Act ("CMIA") and all other applicable laws.

Any unauthorized acquisition, access, use, or disclosure of protected health information by Corporation or its staff may result in disciplinary action up to and including termination of privileges and services at Hospital.

9.02 Corporation and Hospital shall enter into written agreements with agents and subcontractors to whom the Corporation or Hospital discloses or provides access to patient identifiable health information that impose the same restrictions and conditions on such agents and subcontractors that apply to Corporation or Hospital with respect to such PHI, and that require compliance with all appropriate safeguards as required by HIPAA. Corporation and Hospital shall also enter into a separate business associate agreement if required by law.

9.03 In addition to complying with all applicable federal and state laws governing the privacy and security of patient information, including, without limitation, HIPAA and CMIA, the parties also acknowledge and agree that Hospital is a "covered entity," as such term is defined under HIPAA, and that with respect to all services provided to patients of Hospital, Corporation shall participate in Hospital's Organized Health Care Arrangement ("OHCA") and shall comply with Hospital's health information privacy and security policies and procedures, and with its notice of privacy practices.]

9.04 Corporation shall maintain and use appropriate and administrative, technical and physical safeguards, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security regulations and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, and all other laws and regulations relating to privacy and confidentiality of PHI, reasonably designed (i) to ensure the integrity, confidentiality, security and availability of PHI (ii) to prevent any reasonably anticipated unauthorized or prohibited use or disclosure of PHI received from Hospital; (iii)

to protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iv) to ensure compliance with this Agreement by Corporation's employees. Corporation agrees to keep these security measures current and to document these security measures in written policies, procedures or guidelines. Specifically, without limitation, each party shall properly use all necessary security procedures to ensure that all transmissions of data are authorized and to protect the data from improper access, use or disclosure.

IN WITNESS whereof, this Contract has been executed by the parties hereto as of the day and year first written above.

COUNTY OF SAN BERNARDINO

►
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

Lynna Morell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

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

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

►
Scott Runyan, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

►
William L. Gilbert, Director

Date _____

APPENDIX "A"
HOSPITAL CLINICS

INFANT HIGH RISK CLINIC

APPENDIX "B"
CORPORATION PRACTITIONERS

[Insert list of Practitioners providing services under the Contract as of the Effective Date.]

Corporation: _____ Date: _____

Approved

Hospital Director: _____ Date _____

Hospital Chief Medical Officer: _____ Date _____

APPENDIX "C"

ADMINISTRATIVE SERVICES

Director, Neonatal Intensive Care Unit and High Risk Clinic

- a. Establish guidelines for the admission and discharge of Neonates to and from the Intensive Care Unit.
- b. Establish protocols for the care of Neonates admitted to the Intensive Care Unit.
- c. Supervise the total management and care of Neonates admitted to the Intensive Care Unit.
- d. Establish transfer protocols for those Neonates requiring transfer to units at other Hospitals in order to receive additional care.
- e. Establish protocols for the transfer from other hospitals of Neonates requiring intensive care at Hospital.
- f. Supervise and oversee the day-to-day management of the Neonatal Intensive Care Unit and High Risk Outpatient Clinic.
- g. Those physicians designated by Corporation to staff Neonatology pursuant to Part II of this Agreement shall be responsible for supervising and monitoring the clinical care rendered to all patients receiving Neonatal care in the hospital and clinics, including but not limited to:
 1. Supervise all clinical activities of Family Medicine, Obstetrics and Gynecology, and Transitional Residents participating in Hospital-sponsored training programs, while serving in the Section of Neonatology.
 2. Supervise the clinical activities of specialty residents assigned by other medical schools for training in Neonatology.
 3. Supervise the clinical activities of all medical students assigned as clinical clerks for training in the Section of Neonatology.
- h. Ensure that all physicians, physician assistants and non-professional staff comply with all relevant Federal and State laws and regulations and comply with applicable provisions of the following:
 1. Arrowhead Regional Medical Center Policy and Procedures
 2. County of San Bernardino Policy and Procedures
 3. California Code of Regulations – Title 22
 4. Centers for Medicare and Medicaid Services – Conditions of Participation
 5. Healthcare Facilities Accreditation Program
 6. The Health Insurance Portability and Accountability Act
 7. Joint Commission Accreditation Program

Practitioner shall:

- Maintain 80% attendance record for all committee meetings
- Actively contribute to committee in a collaborative manner
- Arrive on time and stay throughout entire committee meetings (applies to all department chairs, program directors, vice chairs, and section directors as designated pursuant to Parts I, II, and III of this Contract).

In the event Corporation fails to provide such coverage, the parties agree that compensation due to Corporation, pursuant to Part V of this Contract for administration of these positions, shall be reduced in proportion to the actual reduction in coverage of these positions.

Exhibit "B"


PROFESSIONAL LIABILITY INDEMNITY

1. As an additional element of compensation to the Corporation under this Contract, the County shall indemnify the Corporation as is provided below.
2. For purposes of this Part (Professional Liability Indemnity), the term "Corporation" shall include:
 - a. The Corporation itself;
 - b. The Corporation's Practitioner board members and Practitioner employees;
 - c. Paraprofessionals, paramedical personnel, Practitioner extenders and all other persons employed by the Corporation who are providing services required of the Corporation by this Contract;
 - d. Medical professional corporations, partnerships or other legal entities which, or individuals who, subcontract with the Corporation to perform services required of the Corporation by this Contract ("first tier subcontractor(s)"), including all Practitioners and other employees of such first tier subcontractor(s) who render services required of the Corporation by this Contract; and
 - e. Medical professional corporations, partnerships or other legal entities which, or individuals who, subcontract with first tier subcontractors to perform services required of the Corporation by this Contract ("second tier subcontractors"), including all Practitioners and other employees of such second tier subcontractors who render services required of the Corporation under this Contract. The County's obligation to indemnify the first tier or second tier subcontractors or their employees as provided in subparagraphs (d) and (e) of this paragraph 2 herein above is contingent upon the following: (1) a written Contract or provision of a written Contract executed by the Corporation and such first tier or second tier subcontractor(s), which Contract or provision requires that the first tier or second tier subcontractor(s) adhere to the terms and conditions of this Part (Professional Liability Indemnity); and (2) the approval in writing by the Hospital's Director of said Contract or provision of Contract.
3. The County shall, subject to the terms, limitations, exclusions, and conditions of this Contract, indemnify, defend, and hold harmless the Corporation for any and all sums which the Corporation shall by law be held liable to pay for damages arising out of any demand for money or services by any patient, or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, in professional services rendered or that should have been rendered by Corporation exclusively at the Hospital or County-sponsored facilities provided always that:
 - a. Such malpractice results in a claim being made or legal action commenced against the Corporation, and notice of such claim or action has been given in accordance with the provisions contained in paragraph 9 of this Part (Professional Liability Indemnity);
 - b. There shall be no liability hereunder for any claim or action against the Corporation for malpractice committed or alleged to have been committed prior to the operational date or subsequent to the term of this Contract.

The date that a claim is made shall not determine the coverage under this Part. Any claim of malpractice or alleged malpractice that occurs during the term of this Contract shall be indemnified against, regardless of the date on which the claim is made or the action is filed.

4. The indemnification promised hereby shall include all theories of liability against the Corporation regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the Corporation. Such indemnification as is afforded by this Contract is extended to include the Corporation only while it is acting within the scope of duty pursuant to the terms of this Contract and shall not apply to acts or omissions by or at the direction of the Corporation committed with actual malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the Corporation, any act committed in violation of any laws or ordinances resulting in criminal conviction, services rendered while under the influence of intoxicants or narcotics, or any practice or service not required by the terms of this Contract.
5. In providing for such indemnification, it is not the intent of either party to waive any applicable statutory or other immunity from liability or any of claims requirements of the Government code. Such indemnification shall not exceed one million (\$1,000,000) per occurrence or claim for any single act or omission indemnifiable hereunder, or the sum of three million (\$3,000,000) aggregate, which shall occur in any single operating year of this Contract. For purposes of this Part (Professional Liability Indemnity), said operating year shall run from July 1 to June 30.
6. The County shall provide the indemnification referred to above through a program of self-insurance. The Corporation shall follow the guidelines and procedures contained in any risk management plan which may be established by the County, upon being informed in writing by the County of such guidelines and procedures.
7. As respects the indemnity afforded by this Contract, the County shall, in the name of and on behalf of the Corporation, diligently investigate and defend any and all claims or suits made or brought against Corporation, shall retain as legal counsel attorney(s) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to attorneys' fees, expert witness fees, and court costs. In addition to and not inconsistent with any other provision of this Part (Professional Liability Indemnity) the Corporation may, at its option and sole expense, participate in the investigation, settlement or defense of any claim or suit against the Corporation. The County will not settle any claims without the written consent of the Corporation (written consent shall not be required upon dismissal of the Corporation). If, however, the Corporation in any such claim or suit refuses to consent to any settlement recommended in writing by the County and elects to contest or continue any legal proceedings, then the liability of the County shall not exceed the amount for which the claim or suit could have been so settled plus the cost and expense incurred with its consent up to the date of such refusal. Any judgment rendered against the Corporation in excess of the settlement figure recommended in writing by the County shall be the sole responsibility of the Corporation with respect to said excess amount, including all costs plus all attorneys' fees, relating to such excess amount.
8. If a payment in excess of the amount of indemnity available under this Professional Liability Indemnify clause must be made to dispose of a claim, then the liability of the County for costs and expenses incurred with its consent shall be in such proportion hereof as the amount of indemnity available under this clause bears to the amount paid to dispose of the claim.
9. The following are conditions precedent to the right of the Corporation to be defended and/or indemnified under this Part (Professional Liability Indemnity) provided that the County may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such condition(s):
 - a. During the currency of this Contract, the Corporation shall, within ten (10) business days, after receiving knowledge of any event described in this subparagraph (a.) of this Section 9, give to the person or persons designated by the County notice in writing of:

- (1) Any conduct or circumstances which the Corporation should reasonably believe may give rise to a claim for malpractice being made against the Corporation, or
 - (2) Any claim for malpractice made against the Corporation, or
 - (3) The receipt of notice from any person of any intention to hold the Corporation responsible for any malpractice.
 - b. The Corporation shall at all times without charge to the County:
 - (1) Give to the County or its duly appointed representatives such information, assistance, and signed statements as the County may require; and
 - (2) Assist, without cost to the Corporation, in the County's defense of any claim, including without limitation, cooperating with the County, and upon the County's request, attending hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.
 - c. The Corporation shall not, without the written consent of County's duly appointed representative, admit liability for or settle any claim, or
 - (1) Incur on behalf of the County any cost or expense in connection with such claim, or
 - (2) Give any material or oral or written statements to anyone in connection with admitting or settling such claim.
10. If the County becomes liable for any payment under this Part (Professional Liability Indemnity), the County shall be subrogated to the extent of such payment, to all the rights and remedies of the Corporation against any party in respect of such loss and shall be entitled at its own expense to sue in the name of the Corporation. The Corporation shall give to the County all such assistance as the County may require to secure its rights and remedies and, at the County's request, shall execute all documents necessary to enable the County effectively to bring suit in the name of the Corporation.

	COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 07-01 PAGE 1 OF 4 EFFECTIVE DATE March 20, 2018
POLICY PROHIBITING DISCRIMINATION, HARASSMENT AND RETALIATION		APPROVED ROBERT LOVINGOOD Chair, Board of Supervisors

POLICY STATEMENT AND PURPOSE

The County of San Bernardino (County) is committed to providing an environment free of discrimination, harassment, including sexual harassment, and retaliation.

DEPARTMENTS AFFECTED

Board of Supervisors, Elected Officials, all County Agencies and Departments, Board-Governed Special Districts, and Board-Governed Entities.

POLICY

The County prohibits discrimination, harassment and retaliation by all persons involved in or related to the County's business or operations, which includes, but is not limited to: any County elected official; any employee of the County, including supervisors, managers, and co-workers; applicants; contract employees; temporary agency employees; interns; volunteers; contractors; all persons providing services pursuant to a contract, including suppliers and customers; and all other persons with whom individuals come into contact while working. Conduct does not need to rise to the level of a violation of law in order to violate this Policy.

The County prohibits and will not tolerate discrimination, harassment and/or retaliation on the basis of:

- Race
- Religion (includes religious dress and grooming practices)
- Color
- National Origin (includes language use restrictions and possession of a driver's license issued pursuant to California Vehicle Code section 12801.9 [authorizing the DMV to issue a driver's license to a person who is unable to prove that their presence in the United States is authorized under federal law])
- Ancestry
- Disability (mental and physical, including HIV and AIDS, cancer and genetic characteristics)
- Medical Condition (genetic characteristics, cancer or a record or history of cancer)
- Genetic Information
- Marital Status/Registered Domestic Partner Status
- Sex/Gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions)
- Gender Identity/Gender Expression/Sex Stereotype/Transgender (includes persons who are transitioning, have transitioned, or are perceived to be transitioning)
- Sexual Orientation
- Age (40 and above)
- Military and Veteran Status
- Any other basis protected by applicable federal, state or local law or ordinance or regulation.

These classes and/or categories are the "Protected Class(es)" covered under this Policy. For more information, visit www.dfeh.ca.gov/Employment.

The County also prohibits and will not tolerate discrimination, harassment and retaliation based on the perception that an individual is a member of one or more of the Protected Classes, or is associated with a person who is or is perceived to be a member of one or more of the Protected Classes.

**COUNTY OF SAN BERNARDINO
POLICY MANUAL**

No. 07-01

PAGE 2 OF 4

EFFECTIVE DATE March 20, 2018

The County also prohibits and will not tolerate retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations, hearings, or other proceedings regarding a complaint under this Policy.

1. DISCRIMINATION PROHIBITED

The County prohibits discrimination against any employee, job applicant or unpaid intern in hiring, training, promotions, assignments, termination, or any other term, condition, or privilege of employment on the basis of a Protected Class.

Discrimination can also include failing to reasonably accommodate qualified individuals with disabilities or an individual's religious beliefs and practices (including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs) where the accommodation does not pose an undue hardship. Individuals needing an accommodation should contact their immediate supervisor or Human Resources Officer and discuss their need(s). The County will engage in an interactive process to identify possible accommodations. Absent undue hardship, the County will reasonably accommodate employees and applicants with disabilities to enable them to perform the essential functions of a job and will reasonably accommodate the religious beliefs and practices of an employee, applicant and unpaid intern.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is also prohibited. Pay differentials, however, may be valid in certain situations as defined by law. Employees will not be retaliated against for inquiring about or discussing wages.

2. PROHIBITED HARASSMENT, INCLUDING SEXUAL HARASSMENT

The County prohibits harassment against any employee, job applicant, unpaid intern, volunteer, contractor and any other person providing services to the County pursuant to a contract.

Prohibited harassment is not just sexual harassment but harassment based on any Protected Class.

Prohibited harassment may be made in general or directed to an individual, or a group of people. Prohibited harassment may occur regardless of whether the behavior was intended to harass. Harassing behavior is unacceptable in the workplace as in all other work-related settings, such as business trips and business-related social events.

Forms of prohibited harassment include, but are not limited to, the following:

Verbal Harassment - derogatory jokes or comments, epithets or slurs; unwanted sexual advances, invitations, comments, posts or messages; derogatory or graphic comments; sexually degrading words; suggestive or obscene messages, notes or invitations; repeated romantic overtures, sexual jokes and comments or prying into one's personal affairs.

Physical Harassment - assault; impeding or blocking movement; following/stalking; unwelcome touching or any physical interference with normal work or movement when directed at an individual.

Visual Harassment - derogatory, prejudicial, stereotypical, sexually-oriented or suggestive or otherwise offensive text or email messages, web pages, screen savers and other computer images, online communications, social media tags and postings, posters, photographs, pictures, cartoons, notes, notices, bulletins or drawings and gestures; displaying sexually suggestive objects; staring or leering; or communication via electronic media of any type that includes any conduct that is prohibited by any state and/or federal law or by County Policy.

Sexual Harassment - Sexual harassment is a form of discrimination based on sex/gender (including

**COUNTY OF SAN BERNARDINO
POLICY MANUAL**

No. 07-01

PAGE 3 OF 4

EFFECTIVE DATE March 20, 2018

pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Sexual harassment includes verbal, physical and visual harassment, as well as unwanted sexual advances. Individuals of any gender can be the target of sexual harassment. Sexual harassment does not have to be motivated by sexual desire to be unlawful or to violate this Policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

There are two types of Sexual Harassment:

"Quid Pro Quo" sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.

"Hostile Work Environment" sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with your work performance or create an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

3. COMPLAINT PROCESS AND REMEDIAL ACTION

Anyone who believes they have been the subject of, becomes aware of, or observed discrimination, harassment, retaliation or other prohibited conduct, should report or make a complaint (either orally or in writing) to their supervisor, the supervisor of the offending party, a representative from the County's Equal Employment Opportunity (EEO) Office or to a Human Resources Officer as soon as possible after the incident. Individuals may bring their report or complaint to any of these individuals. Employees are not required to confront or approach the person who is discriminating against, harassing or retaliating against them. The County's EEO Office can be reached at **1-909-387-5582 (or, TDD 7-1-1)**. Human Resources Officers can be reached by calling the County's Employee Relations Division at **1-909-387-5564 (or, TDD 7-1-1)**. For more information, visit www.sbcounty.gov/hr.

Individuals who believe they have been discriminated against or harassed, have been retaliated against for resisting or complaining about discrimination or harassment or for participating in an investigation may also file a complaint with the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH). The EEOC and DFEH investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. The nearest EEOC office can be found by calling **1-800-669-4000 (or, TTY, 1-800-669-6820)**. For more information about the EEOC, visit www.eeoc.gov. The nearest DFEH office can be found by calling **1-800-884-1684 (or, TTY, 1-800-700-2320)**. For more information about the DFEH, visit www.dfeh.ca.gov.

When the County receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations that provides all parties appropriate due process. The County will reach reasonable conclusions based on the evidence collected.

The County will maintain confidentiality to the extent possible and consistent with the rights of employees under the County's Personnel Rules and relevant laws. However, the County cannot promise complete confidentiality. The County's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner;
- Documented and tracked for reasonable progress;

**COUNTY OF SAN BERNARDINO
POLICY MANUAL**

No. 07-01

PAGE 4 OF 4

EFFECTIVE DATE March 20, 2018

- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner

The County prohibits behavior that is or may be perceived as discriminatory, harassing and/or retaliatory. If the County determines that harassment, discrimination or retaliation or other prohibited conduct occurred, appropriate and effective correction and remedial action will be taken. The County will also take appropriate action to deter future misconduct.

Any employee determined by the County to be responsible for discrimination, harassment, retaliation or other prohibited misconduct will be subject to appropriate disciplinary action, up to, and including termination of employment. Employees who engage in unlawful harassment can be held personally liable for the misconduct.

4. SUPERVISOR/MANAGER RESPONSIBILITY

Supervisors and managers who are aware of or receive complaints of discrimination, harassment, and/or retaliation, even if the occurrence is not directly within their line of supervision or responsibility, must immediately report such conduct or complaint to the Human Resources Officer assigned to their department or any representative of the County's EEO Office so the County can try to resolve the complaint.

5. TRAINING OF SUPERVISORS/MANAGERS AND ELECTED OFFICIALS

All supervisors, managers, elected officials or other persons with supervisory authority will receive and must complete mandatory harassment prevention training as required by California law.

6. RETALIATION PROHIBITED

The County will not retaliate against anyone who reports an alleged violation of this Policy, files or assists another with a complaint under this Policy, causes information to be provided, participates (as witnesses or the accused) in an investigation, hearing or other proceeding regarding a complaint under this Policy or otherwise opposes discrimination, harassment or retaliation. The County will not retaliate against anyone who requests a reasonable accommodation and will not knowingly tolerate or permit retaliation by elected officials, management, employees or co-workers.

LEAD DEPARTMENT

Human Resources

APPROVAL HISTORY

Adopted June 7, 1994 (Item Number 71);

Amended January 26, 1999 (Item Number 11); December 16, 2003 (Item Number 104); August 30, 2005 (Item Number 113); March 20, 2018 (Item Number 22)

REVIEW DATES

MARCH 2023

Exhibit "D"

BREAKDOWN OF COVERAGE FOR CORPORATIONS AND SUBCONTRACTORS

This sheet references "tiers" of Corporation/subcontractors as provided in **Exhibit B** of this Contract. The use of the word "tier" refers to the levels of Corporation and subcontractors. The use of the word "tier" does not imply any quality rating of Practitioners, just the levels from the County to Corporation to subcontractors. The County will only provide coverage down to the tier II level and not any further. All Corporations must have written subcontracts with their subcontractors performing services at the Hospital.

San Bernardino County contracts with healthcare Practitioner corporation.

1. Tier Ø – Is a Practitioner corporation that has a written contract with the County of San Bernardino to provide services at the Hospital.

Coverage will be provided to:

- Partners of the Corporation
- Direct employees of the Corporation

2. Tier I – Is a Practitioner subcontractor (Practitioner, partnership or corporation) that has a written subcontract with a Tier Ø Practitioner Corporation to render services that the Tier Ø Practitioner Corporation is required to perform pursuant to its contract with the County, obligating the Tier I Practitioner subcontractor to perform all or a portion of said services on behalf of the Tier Ø Corporation.

Coverage will be provided to:

- Partners of the Tier I subcontractor
- Direct employees of the Tier I subcontractor

3. Tier II – Is a Practitioner subcontractor (Practitioner, partnership or corporation) that has a written subcontract with a Tier I Practitioner subcontractor to render services that the Tier I Practitioner subcontractor is required to perform pursuant to its contract with the Tier Ø Practitioner Corporation, obligating the Tier II Practitioner subcontractor to perform all or a portion of said services on behalf of the Tier I Practitioner subcontractor.

Coverage will be provided to:

- Partners of the Tier II subcontractor
- Direct employees of the Tier II subcontractor

4. **There is no coverage for any subcontracting below the Tier II level or for any entity that does not have a WRITTEN contract between different tiers.**

ATTACHMENT A
PRACTITIONER ACKNOWLEDGMENT

The undersigned (each a "Practitioner") acknowledge that they provide services to the County of San Bernardino, through Arrowhead Regional Medical Center (the "Hospital") under the terms of a Professional Service Agreement (the "Agreement") between the Hospital and _____ (the "Corporation") dated _____ ("Effective Date"). Accordingly, the undersigned acknowledges that:

1. The following representations made in Section 3.02 of the Agreement are true and accurate, as to Practitioner, as of the date hereof:
 - a. Practitioner maintains an unlimited, unrestricted license to practice in the state of California;
 - b. Is board certified or is eligible for board certification, or was an active member of the Hospital's Medical Staff or Allied Health Practitioner Staff as of the Effective Date;
 - c. Maintains membership on the Medical Staff or Allied Health Practitioner staff of Hospital, with appropriate clinical privileges and/or practice prerogatives;
 - d. Is a participating Practitioner in the Medicare and Medi-Cal programs, participates in all payor contracts Hospital enters, and in other government health plans in which Hospital participates;
 - e. Participates in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by Corporation's continuing medical education policy;
 - f. Is not an excluded, debarred or suspended Practitioner for any state or federal health care program, federal procurement program or of the U.S. Food and Drug Administration;
 - g. Has never been convicted of a felony, or of a misdemeanor involving patient care issues, violation of healthcare laws or moral turpitude, or has been subject to exclusion from participating as a Practitioner in either the Medicare, or a state Medicaid program; and
 - h. Has never had his/her privileges or prerogatives to practice at any health care facility, medical staff membership, or license to practice in any state been limited, suspended, revoked or voluntarily relinquished.
2. Practitioner agrees that while providing services under the Agreement he or she shall not compete with the Hospital by re-directing County Patients (as defined herein) to private practice ventures (i.e. non-County providers or facilities). For purposes of this paragraph, "County Patients" shall include any and all patients initially seen by the Practitioner while providing services under the Agreement including any patients seen by Practitioner in the Hospital, any Hospital Clinic or any other County facility. This requirement to make referrals to the County shall not apply if: (1) the patient expresses a preference for a non-County provider or facility; (2) the patient's insurer determines the provider, practitioner or supplier; or (3) the referral is not in the patient's best medical interests in the Practitioner's judgment. In addition, Practitioner agrees that referral requirement in this paragraph relates solely to the Practitioner's services covered by the scope of the Agreement and the referral requirement is reasonably necessary to effectuate the legitimate business purposes of the Agreement. In no event shall the Practitioner be required to make referrals that relate to services that are not provided by the Practitioner under the scope of the Agreement.
3. The Agreement gives the Hospital the right to immediately remove a Practitioner from the list of approved Practitioners by written notice to the Corporation at any time during the term of this Contract with or without cause. If removed from the list of approved Practitioners, a Practitioner may no longer furnish services under the Agreement and the Corporation and the Hospital will work together to ensure appropriate continuity of care for any affected patients. Removal of a Practitioner from the list of approved

Practitioners does not affect the Practitioner’s medical staff membership or clinical privileges, and does not generate hearing rights under the Hospital’s Medical Staff Bylaws.

4. Practitioner agrees to abide by the terms of the Agreement.

Agreed and acknowledged:

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____