



**Contract Number**

**SAP Number**

## Arrowhead Regional Medical Center

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<b>Contract Term</b>	<u>Date of Execution through June 30, 2030</u>
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<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>N/A</u>
<b>Cost Center</b>	<u>8242</u>
<b>Grant Number (if applicable)</b>	<u>N/A</u>

### **AFFILIATION AGREEMENT FOR RESIDENCY AND FELLOWSHIP ROTATIONS**

This Affiliation Agreement for Residency Rotations ("Agreement") is entered into by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("ARMC") and Children's Hospital Los Angeles ("Receiving Hospital").

#### **WITNESSETH:**

WHEREAS, ARMC operates approved Graduate Medical Education ("GME") programs for resident and fellow physicians (collectively, "Trainees") which require clinical experiences for Resident(s) in accordance with the Accreditation Council for Graduate Medical Education ("ACGME") or other equivalent accrediting agency;

WHEREAS, the Receiving Hospital operates a licensed healthcare facility that provides medical care to its patients that is suitable for the clinical training of the Trainees;

WHEREAS, the parties acknowledge a desire to contribute to health-related education for the benefit of Residents and to meet community needs;

WHEREAS, it is to the benefit of the parties that the Trainees in the GME Programs at ARMC have the opportunity for clinical experience to enhance their capabilities as practitioners;

WHEREAS, the facilities of each party have unique attributes that are of benefit to Trainees in their training, and the parties have agreed that Trainees in the GME programs at ARMC should participate in clinical rotations at Receiving Hospital and its facilities; and

WHEREAS, Receiving Hospital will accept certain Trainees of ARMC for training in accordance with the terms and conditions of this Agreement and the applicable ACGME Program Letter of Agreement; and

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. General Information

A. General Relationship

Based upon the terms and conditions set forth in this Agreement, Receiving Hospital shall make its facilities available to Trainees for the purpose of participating in rotations and receiving clinical training and supervision in the specific specialties agreed upon by the parties. ARMC may not send a Trainee to Receiving Hospital for rotations unless and until the parties have entered into the required ACGME Program Letter of Agreement ("PLA") relating to that specific rotation. Unless otherwise stated in the PLA, all PLAs executed during the term of this Agreement shall be subject to the terms and conditions of this Agreement. All PLAs to this Agreement must be executed by the relevant specialty GME program director and the Designated Institutional Official of ARMC. The number of Trainees, the duration of rotation, and schedule for the rotations at Receiving Hospital in the respective medical specialties shall be determined based on the pertinent PLAs or mutual agreement by the ARMC GME program director for the applicable specialty and the Site Director at Receiving Hospital. All actions taken as a result of this Agreement shall be in accordance with the Receiving Hospital and ARMC rules and regulations that are in effect during the term of the Agreement.

B. Standards of Operations

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

The parties shall each assume sole responsibility for the accreditation of their respective GME program(s) they sponsor (if any) and for obtaining required approval in accordance with the standards prescribed by the ACGME or the applicable accrediting agencies. During the term of this Agreement, both parties agree to comply with all such applicable ACGME or applicable accrediting agency standards for GME training, the PLAs between the parties relating to the pertinent specialty, and to collaborate as may be required for accreditation purposes.

C. ACGME Affiliation Approval

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

D. Licenses

The parties shall, through the term of this Agreement, maintain any license(s) or verify the maintenance of such license(s) necessary for the provision of the Resident(s)' services hereunder as required by the laws and regulations of the United States, the State of California, and all other applicable governmental agencies and accrediting bodies. Each party shall notify the other party immediately in writing of its inability to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement as determined solely by the party receiving such notice;

the prior thirty (30) day advanced written notice of termination set forth in Section XII of this Agreement shall not be required.

## II. Training Issues and Duties

### A. Residency Specialties

ARMC shall have knowledge of all residency programs at Receiving Hospital in which Trainees from ARMC participate.

### B. Rotation Directors

Receiving Hospital will designate qualified members of its medical staff to provide coordination and oversight of Trainees' educational activities and assignments while training at Receiving Hospital. Such persons shall be the Program Director (where applicable) or Site Director or his or her designee of the pertinent medical specialty at Receiving Hospital.

### C. Patients

The parties agree that all patients of Receiving Hospital may be part of the clinical training program, if agreed to by the patient's treating physician and the patient. It is understood and agreed that it is the responsibility of Receiving Hospital and its medical staff members to assure consent has been obtained from each patient prior to allowing Resident(s) to attend to any such patient as part of the training program at Receiving Hospital.

### D. Confidentiality

#### 1. Receiving Hospital Information.

- a. ARMC shall notify Trainees that they are responsible for maintaining the confidentiality of all Receiving Hospital information received in the course of the GME Program.
- b. During the Term of this Agreement and for a period of five (5) years thereafter, except as otherwise required by law, ARMC, its employees, and Trainees shall keep confidential all knowledge, information and documents that are designated by Receiving Hospital as "Confidential" or that a reasonable person would understand to be confidential due to the nature of the information or the circumstances of the disclosure (all "Confidential Information"), which is entrusted to its care by Receiving Hospital. Neither ARMC nor any of its employees, Trainees, or agents shall disclose any Confidential Information entrusted to it by Receiving Hospital, except for its operations as they directly relate to the Agreement, or where required by law and in accordance with the processes outlined in subsection (c), below. The confidentiality obligations in this Section II(D)(1) shall not apply to any information that: (i) becomes generally publicly available other than as a result of disclosure by the ARMC or any of its employees, Trainees, or agents; (ii) becomes available to ARMC on a non-confidential basis from a third party that is not bound by a similar duty of confidentiality; (iii) was known to the ARMC prior to the Receiving Hospital's disclosure of such information to ARMC, as evidenced by written documentation; or (iv) is independently developed by ARMC without reference to, or reliance on, Receiving Hospital's Confidential Information, as evidenced by written documentation.
- c. In the event ARMC, or anyone to whom ARMC transmits confidential information is requested or legally required to disclose any Confidential Information, ARMC will provide Receiving Hospital with prompt written notice of such request so that Receiving Hospital may, in its discretion, seek an appropriate protective order, waive compliance with the provisions of this Agreement, or take such other action as Receiving Hospital deems in its best interests. If, in the absence of a protective order or other remedy or the receipt of a waiver, ARMC, is legally required to disclose Confidential Information, ARMC may disclose only that portion of the Confidential Information that is legally required to be disclosed. To the extent permitted by law, ARMC will use reasonable efforts to assist Receiving Hospital in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential

Information, but ARMC will not be responsible for requesting a protective order from the courts.

2. Patient Information. ARMC shall inform Trainees that they may not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Receiving Hospital in writing, any medical record or other patient information regarding Receiving Hospital patients, and that they must comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Receiving Hospital and Receiving Hospital's medical staff, regarding the confidentiality of such information. Except where required by law or where necessary and in the regular course of the graduate medical education program and performance of duties thereunder, the discussion, transmission or narration in any form of patient information, medical or otherwise, is forbidden.
3. Privacy of Health Information. ARMC acknowledges that Receiving Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "HIPAA Regulations"). Accordingly, Receiving Hospital may only disclose Protected Health Information or Individually Identifiable Health Information, as defined in 45 CFR 160.103 (collectively, "Protected Health Information") to a Trainee for purposes of providing treatment to Receiving Hospital patients or training the Trainee to be a health care provider. A Trainee may only request or use Protected Health Information about an Receiving Hospital patient for treatment and Receiving Hospital training program purposes. A Trainee may only disclose Protected Health Information about a Receiving Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Receiving Hospital's workforce members involved in the Trainee's training program for Receiving Hospital's training program purposes. A Trainee shall not disclose Protected Health Information to ARMC or its faculty, employees, agents or representatives, unless (1) such disclosure is required by law or (2) disclosure is required for treatment or training purposes and permitted by applicable laws.

Trainees shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement or where permitted by applicable laws. ARMC will inform its Trainees on their duty to comply with HIPAA and related privacy laws. ARMC will promptly report to Receiving Hospital any uses or disclosures, of which ARMC or Trainees become aware, of Protected Health Information in violation of this Agreement. ARMC will cooperate fully with the Receiving Hospital in investigating any potential or actual breaches of Protected Health Information or other Receiving Hospital data, including assistance, if requested, in conducting any risk of compromise or harm analyses. Each party will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the HIPAA Regulations.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by ARMC or Receiving Hospital by virtue of this Section.

E. Non-Discrimination

The parties agree to make no unlawful distinction among Trainee(s) covered by this Agreement on the basis of race, color, sex, age, disability, religion, national origin, or any other legally protected status based on California and federal laws.

F. Trainee Decorum

Receiving Hospital shall notify the ARMC Program Director of the pertinent GME program if any Trainee's conduct is found unacceptable to Receiving Hospital. ARMC shall take appropriate action to correct the unacceptable conduct of the Trainee(s) in accordance with the policies and procedures or rules and regulations of ARMC's GME program. ARMC shall advise Trainee(s) of their

responsibility to abide by Receiving Hospital's policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free Workplace Act. Receiving Hospital agrees to orient such Trainee(s) to its policies and procedures for which they will be held accountable. Receiving Hospital agrees to provide ARMC's Trainee(s) with its own Trainee Information Handbook or equivalent, which includes general policies regarding graduate medical education training.

G. Corrective Action/Grievance

ARMC will adhere to its own policies concerning graduate medical education issues, including academic discipline, complaints and grievances from their Trainee(s). An individual Trainee's disciplinary problems relating to conduct at Receiving Hospital shall be evaluated jointly by ARMC and Receiving Hospital in conference. Any corrective action shall be undertaken consistent with the policies of the ARMC's GME program, but Receiving Hospital may immediately remove from its facilities and bar from returning any Trainee who poses an immediate threat or danger to personnel or patients or to the quality of medical services at Receiving Hospital, based on the reasonable discretion of Receiving Hospital. Further, at any time during the Term of this Agreement, Receiving Hospital may demand that ARMC withdraw from the GME Program any Trainee whose conduct is deemed unacceptable in Receiving Hospital's reasonable discretion.

H. Health Verification

ARMC shall provide to Receiving Hospital satisfactory evidence that each Trainee who will be on-site at Receiving Hospital is free from contagious disease and does not otherwise present a health hazard to Receiving Hospital patients, employees, volunteers or guests prior to their participation in the program at Receiving Hospital. Such evidence shall include, without limitation,

1. the completion of the tuberculin skin test (within the last six (6) months) appropriate for such Trainee or evidence that each Trainee is free of symptoms of pulmonary disease if the skin test is positive,
2. a chest x-ray following a positive TB test result,
3. proof of rubella, rubeola, and mumps immunity by positive antibody titers or two (2) doses of MMR,
4. evidence of completion of the series of three (3) hepatitis B vaccinations or titer report,
5. confirmation of varicella and Tdap immune status,
6. confirmation of vaccination against SARS-CoV-2 ("COVID-19"), and
7. confirmation of flu vaccination if the Trainee will be on-site at Receiving Hospital during flu season, as defined by the Los Angeles County Department of Public Health. If a Trainee's clinical rotation begins before flu season, such rotation will automatically end the day before flu season begins unless such Trainee submits proof of vaccination prior thereto.

ARMC will instruct the Trainees that they shall be responsible for arranging for the Trainee's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the program at Receiving Hospital. In no event shall this Agreement make Receiving Hospital financially or otherwise responsible for said medical care and treatment.

I. Academic Standing and Medical Licensure

All Trainee(s) must be in good academic standing, appropriately qualified, and shall meet and comply with either the requirements regarding state licensure or the postgraduate training registration requirements of the Medical Board of California or Osteopathic Board of California.

J. Trainee Duties

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

K. Medical Records

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

L. Responsibilities of ARMC

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

1. Dress Code; Meals. ARMC shall require the Trainees assigned to Receiving Hospital to dress in accordance with dress and personal appearance standards approved by ARMC. Such standards shall be in accordance with Receiving Hospital's standards regarding same. Trainees shall pay for their own meals at Receiving Hospital.
2. Performance of Services. ARMC shall require all Trainees to shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Receiving Hospital and any rules and regulations of ARMC as may be in effect from time to time. Neither ARMC nor any Trainee shall interfere with or adversely affect the operation of Receiving Hospital or the performance of services therein.
3. Background Verifications. ARMC acknowledges that Receiving Hospital requires each Trainee to submit to a background check as a condition of participation in the Program. ARMC will instruct Trainees to visit Receiving Hospital's approved vendor at <https://mybackgroundcheck.sterlingcheck.com> (or other vendor designated by Receiving Hospital) so that Trainee may purchase Trainee's own criminal background check at the levels described in this Section. ARMC shall ensure that Trainees take all steps necessary to provide Receiving Hospital with the certificate number issued by <https://mybackgroundcheck.sterlingcheck.com> so that Receiving Hospital may view the results of the criminal background check conducted prior to the commencement of Trainee's experience at Receiving Hospital. A background check will be considered acceptable to Receiving Hospital if it includes, at a minimum, all of the following elements: (1) Social Security number verification, (2) seven (7) year criminal background check in current and previous counties of residence and employment, (3) confirmation that the Trainee is not listed as sexual offender and, if requested by Receiving Hospital, in any child abuse registry (4) evidence that the Trainee is eligible to participate in all federal and state health programs and verification that the Trainee is not on the OIG or GSA exclusion list or any Medicaid exclusion list, and (5) any other element required by Receiving Hospital to meet state law requirements. Receiving Hospital may require the withdrawal of any Trainee in the event that a Trainee's background check fails to meet these standards.

M. Responsibilities of Receiving Hospital

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

1. Assist in the planning and implementation of the clinical education program and to supervise and instruct the assigned Trainee(s) during their clinical rotations at Receiving Hospital;
2. Designate a qualified member of Receiving Hospital's medical staff as the Site Director who will be responsible for the educational and experiential supervision of the Trainee(s) in the implementation of the clinical experience;
3. Permit assigned Trainee(s) to use its patient care and patient service facilities for clinical education according to the mutually approved curricula;
4. Retain responsibility for nursing care and related duties when Trainee(s) are providing care to any patient at Receiving Hospital;
5. Permit Trainees the use of such supplies and equipment as are commonly available to physicians for patient care at Receiving Hospital;
6. Permit use of the following facilities and services by Trainee(s):
  - a. Parking areas;
  - b. Locker storage and dressing facilities, and sleep rooms for overnight call duty, as available;
  - c. Access to sources of information for clinical education purposes:
    - i. charts, nursing station references;
    - ii. procedure guides, policy manuals;
    - iii. medical dictionaries, pharmacology references and other reference suitable to the clinical area;
    - iv. required health information relating to Receiving Hospital patients
7. Retain the right to remove, suspend or refuse access to any Trainee(s) who, in Receiving Hospital's reasonable discretion, determines has failed to abide by Receiving Hospital's policy(ies) and procedure(s) and/or who do not meet Receiving Hospital's standards for safety, health, cooperation, or ethical behavior, and during any pending investigations of such conduct by Receiving Hospital.
8. Comply with federal, state and local laws and ordinances concerning the confidentiality of Trainee(s) records;
9. Invite the participation of Trainee(s) to such educational activities as conferences, rounds, and similar experiences including utilization review, quality assurance, evaluation and monitoring activities, as deemed appropriate by Receiving Hospital;
10. Require Trainee(s) and instructors to participate, to the extent scheduled or otherwise requested and approved by Receiving Hospital, in activities and assignments that are of educational value and consistent with the requirements of the ACGME;
11. Require Trainee(s) to participate in orientation programs provided by Receiving Hospital, including training for compliance with HIPAA;
12. Require Trainees to cooperate in performance improvement and risk management activities designed to identify, evaluate and reduce risk of patient injury and enhance the quality of patient care;

13. Require Trainees to cooperate in the preparation and maintenance of a complete medical record for each patient in whose care he/she participates in compliance with all state and federal laws and regulations, applicable accrediting agency and ACGME and ARMC's Bylaws, Rules and Regulations and policies, where applicable. The medical record for Receiving Hospital patients shall, at all times, remain the property of Receiving Hospital;
14. Retain ultimate professional and administrative accountability for all patient care for patients at Receiving Hospital;
15. Audit the duty hours of Trainees assigned to it and will assure that these duty hours will not exceed the work hour restrictions imposed by the ACGME; and
16. Take reasonable measures to provide the following to Trainees that train at Receiving Hospital under this Agreement:
  - a. Orientation to and information about Receiving Hospital's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
  - b. Instruction in Receiving Hospital's policies and procedures for infection control including the handling and disposal of needles and other sharp objects, and in protocols for injuries and incident reporting including those resulting from needle stick injuries and other exposures to blood or body fluids; and
  - c. First aid and other emergency treatment available on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Trainee in the event of a needle stick injury or other exposure of Trainee to blood or body fluids.

N. Direct Supervision

While obtaining training at Receiving Hospital, the clinical activities of Trainee(s) shall be directly supervised by Medical Staff member physicians in good standing who shall be called "Supervising Physicians." The Supervising Physicians shall be designated by the Site Director, who are responsible for the supervision of each Trainee's performance while at Receiving Hospital.

O. Evaluation of Trainee(s)

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

P. Medical Staff Membership

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

III. Payment and Billing

ARMC shall not bill Receiving Hospital or any private or public third party payer for services rendered by Trainees while participating in rotations at Receiving Hospital. For purposes of billing to Medicare, Receiving Hospital shall retain the right to submit any claim for the participation of any Trainee while training at Receiving Hospital to the extent permitted by applicable law.

IV. Insurance

- A. Each party shall carry the following insurance coverages or program of self-insurance at their own



expense, at all times during the Term and a period thereafter (i.e., following the expiration or termination of this Agreement) sufficient to cover the applicable statutes of limitation. Upon reasonable request, both parties shall furnish the other party with certificates of insurance or self-insurance evidencing compliance with all requirements hereunder. All required coverages (with the exception of Workers' Compensation, Professional Liability, and Cyber & Privacy Liability) are to include the other party as additional insured. Unless self-insured, all required coverages shall have an A.M Best rating of not less than A-VII, and be primary and non-contributory to any insurance maintained by the other party and shall waive any right of subrogation against the other party, its employees, directors, officers, agents, subsidiaries. Despite the use of the term "insurance," such coverages may be provided by commercial insurance, self-insurance, captive, a risk retention group or some combination thereof. Notwithstanding coverages in the amounts specified, the type and limits of coverages stipulated will not, in itself, limit the liability of either County, ARMC or Receiving Hospital.

- B. Workers' Compensation and Employers Liability: Workers' compensation insurance with statutory limits if required to do so by California law. Employers Liability in the amount of one million dollars (\$1,000,000). Both parties hereto agree that the Trainees are fulfilling requirements for field experiences as part of a degree requirement and therefore, both parties agree that Trainees are not to be considered employees of Receiving Hospital and are not covered by Receiving Hospital's Workers Compensation insurance.
- C. Commercial General Liability: Commercial General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in aggregate. The policy must not exclude Sexual Molestation Liability coverage.
- D. Umbrella/Excess Liability: Umbrella Policy in excess of the General Commercial Liability Policy and Auto Liability policy with a minimum limit of ten million dollars (\$10,000,000) per occurrence.
- E. Automobile Liability Insurance: Automobile Liability coverage of one million dollars (\$1,000,000) each occurrence, for all owned, non-owned and hired vehicles.
- F. Professional Medical Liability Insurance: Professional Medical Liability covering the party in the amount of five million dollars (\$5,000,000) per claim and seven million dollars (\$7,000,000) in aggregate. ARMC shall further provide unshared limits of professional medical liability insurance for each of ARMC's Trainees rotating to Receiving Hospital in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate and must not exclude Sexual Molestation Liability coverage
- G. Cyber & Privacy Liability: Cyber & Privacy Liability in the amount of five million dollars (\$5,000,000) for each claim if a party will have access to, store, handle, and/or transmit personally identifiable information, patient health information, credit card or other payment card information, and/or any other highly sensitive information.

V. Indemnification:

- A. County agrees to indemnify, defend, and hold harmless Receiving Hospital, its authorized officers, employees, and agents from any and all third-party claims, actions, losses, damages and/or liability arising out of this Agreement to the extent caused by the negligence or willful misconduct of ARMC, its officers, employees, agents, and subcontractors in the performance of this Agreement. County also agrees to indemnify, defend, and hold harmless Receiving Hospital, its authorized officers, employees, and agents from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the professional negligence of Trainees that occur in the course and scope of training at Receiving Hospital, except where the act or omission of the Trainee that caused harm was undertaken at the direction or supervision of Receiving Hospital, its officers, employees, medical staff, agents, and volunteers.

- B. Receiving Hospital agrees to indemnify, defend, and hold harmless County, its authorized officers, employees, agents, and volunteers from any and all third-party claims, actions, losses, damages and/or liability arising out of this Agreement, but only in proportion to and to the extent caused by the negligence or willful misconduct of Receiving Hospital, its officers, medical staff, employees, subcontractors, and agents in the performance of this Agreement.
- C. The indemnification obligations under this Agreement will survive expiration or termination of the Agreement, regardless of the cause of such termination.

#### VI. OSHA Regulation

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

#### VII. Status of Receiving Hospital and the County:

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

#### VIII. Publicity

Neither Receiving Hospital nor ARMC shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the other party or its facilities with respect to the Program without the prior written consent of the other party. Except as required by law or permitted by this Agreement, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates without the prior written consent of the other party.

#### IX. Debarment and Suspension

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

threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.

X. Exclusion Lists Screening

Each party shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General ("OIG") List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>); (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the party who determined the existence of the Ineligible Person shall immediately notify the other party of the same.

XI. Exclusivity

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

XII. Term and Termination

- A. This Agreement shall be effective as of the date fully executed and shall remain in effect through June 30, 2030, unless earlier terminated by the parties under the provisions of this Agreement.
- B. This Agreement may be terminated, with or without cause, by either party at any time after giving the other party thirty (30) days advance written notice of its intention to terminate. The ARMC Chief Executive Officer is authorized to initiate termination on behalf of the County. Any termination by Receiving Hospital shall not be effective as to any Trainee who at the mailing of said notice to County was participating in the Program until such Trainee has completed the training at the Receiving Hospital for the then current academic year.
- C. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

ARROWHEAD REGIONAL MEDICAL CENTER  
400 N. Pepper Avenue  
Colton, CA 92324  
Attn: ARMC Chief Executive Officer

CHILDREN'S HOSPITAL LOS ANGELES  
GME Office  
4650 Sunset Blvd. MS #71  
Los Angeles, CA 90027  
ATTN: DESIGNATED INSTITUTIONAL OFFICIAL

Unless otherwise stated in this Agreement, notice is deemed effective two (2) business days from the date of mailing.

XIII. Modification

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

XIV. Assignment

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

XV. Rules of Construction

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XVI. Entire Agreement

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar nor shall any waiver constitute a continuing waiver.

XVII. Governing Law and Venue.

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. Any action arising under this Agreement shall be venued in the state or federal courts in the State of California.

XVIII. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

XIX. Conflict of Interest

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

XX. Severability

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

XXI. Authorization

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

XXII. Accreditation/License

Any action or failure to act on the part of either party that results in the threatened loss of accreditation or licensure of the other party ("Non-Fault Party") will be considered a material breach of this Agreement, which permits the Non-Fault Party to terminate this Agreement immediately, effective upon service of notice of termination.

XXIII. Standards and Regulatory Compliance

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

XXIV. Survival of Obligations.

The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement or which provide meaning or context to any other provision, will remain in effect after termination or expiration.

**[SIGNATURE PAGE FOLLOWS]**

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

SAN BERNARDINO COUNTY on behalf of  
Arrowhead Regional Medical Center

►

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

Dated: \_\_\_\_\_

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

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

CHILDREN'S HOSPITAL LOS ANGELES

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Rima Jubran  
\_\_\_\_\_  
(Print or type name of person signing contract)

Title Designated Institutional Official  
\_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address 4560 Sunset Blvd.  
\_\_\_\_\_  
Los Angeles, CA 90027  
\_\_\_\_\_

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Paul Viviano  
\_\_\_\_\_  
(Print or type name of person signing contract)

Title PRESIDENT AND CEO  
\_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address 4560 Sunset Blvd.  
\_\_\_\_\_  
Los Angeles, CA 90027  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

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

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Andrew Goldfrach, ARMC Chief Executive Officer

Date \_\_\_\_\_