



Contract Number

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	<u>William L. Gilbert, Director</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Stanbridge University</u>
Contractor Representative	<u>Dr. Becky Markel</u>
Telephone Number	<u>(949) 794-9090 x5055</u>
Contract Term	<u>Five years from date of execution</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u>N/A</u>

IT IS HEREBY AGREED, AS FOLLOWS:

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

WITNESSETH

WHEREAS, the School has the need of additional facilities for clinical training and research for its Physical Therapy, Speech Therapy, and Occupational Therapy students, hereinafter referred to as "Students"; and

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

WHEREAS, it is of mutual benefit to the parties that the Students use the clinical facilities of the Medical Center to gain vital clinical skills and experience;

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

I. Obligations of School:

The School will -

- A. Designate a faculty member of the School who shall serve as a Coordinator ("School Coordinator") and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by the Medical Center ("Medical Center Coordinator"). The School Coordinator and Medical Center Coordinator shall mutually determine the number of Students that will receive training at the Medical Center under this Agreement.
- B. Provide and maintain the records and reports of its Students during their clinical learning experiences.
- C. Inform Students of all applicable policies and procedures of the Medical Center. The Medical Center Coordinator shall notify the School Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with School's applicable policies and procedures as referred to below.
- D. Ensure that School Students and faculty will follow all of the regulatory requirements stipulated by Medical Center.
- E. Provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for Occupational and/or Physical Therapy clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
- F. Provide to the Medical Center upon written request verification of the immunizations, diagnostic tests, and examinations performed to document Students' freedom from communicable disease as required by Medical Center policy in effect at the time of assignment to the Medical Center.
- G. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively. As applicable, this will include but is not limited to safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens), and prevention of violence. These requirements may be updated periodically as required by Medical Center policy or the requirements of external regulating agencies. Documentation of such training will be provided to Medical Center upon request.
- H. Provide to the Medical Center verification that each Student and Instructors meet Medical Center background check requirements for students, as follows:
 - 1. Prior to Student(s) starting their training assignment at Medical Center, all Student(s) and on-site faculty/Instructors who will be on Medical Center premises must complete a background check in accordance with applicable State caregiver background check law and Medical Center policy. The results of the background check must contain clearance for at least the past seven (7) years and must include at least the following:
 - a. All names
 - b. All counties (San Bernardino County, California required)
 - c. Social Security Number
 - d. Sex Offender Database
 - e. Office of Inspector General (OIG/GSA).
 - 2. Only Student(s) and on-site faculty/Instructors with a PASS grade are accepted for training at Medical Center. Unacceptable hits include:
 - a. Murder
 - b. Sexual offenses/misconduct
 - c. Physical abuse
 - d. Misdemeanor or felony fraud
 - e. Misdemeanor or felony theft
 - f. Misdemeanor involving weapons/violence/cruelty
 - g. Felony assault

- h. Felony involving weapons/violence
- i. Felony possession and furnishing (without rehabilitation certificate)
- j. All pending charges
- k. Multiple charges – two or more of the same or different nature
- l. Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
- m. Recent DUI charge – those which have occurred within the last 24 months
- n. Dismissed charges for which the people have presented a reasonable argument to the court against dismissal.

- I. Maintain for Students assigned to the Medical Center records for five years after the Students' last contact with the Medical Center. Upon request, these records will be provided to the Medical Center.
- J. Withdraw a Student from the clinical program at the Medical Center if, after the consultation in accord with Section II. M. below, the School determines such action to be warranted.

II. Obligations of the Medical Center:

The Medical Center will –

- A. Designate, after consultation with the School Coordinator, a Medical Center Coordinator who will meet and plan with the School Coordinator the clinical activities and assignments of the Students. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students while at the Medical Center for training under this Agreement.
- B. Permit access for Students and Instructors to the clinical facilities as necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center.
- C. Provide Health Insurance Portability and Accountability Act (HIPAA) training to Students whose clinical training assignments hereunder require such training in order to comply with County's policies.
- D. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health Services, and appropriate regulatory agencies.
- E. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference room space at the Medical Center for use by Students assigned for clinical learning experience.
- F. Allow Students to render only those services which are related to the objectives of the clinical training program and which the Students are competent to provide.
- G. Advise School of any changes in its personnel, operations, or policies, which may affect the clinical learning experience.
- H. Permit, upon reasonable request and subject to all applicable laws, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the Occupational and Physical Therapy clinical training program, by agencies charged with the responsibility for accreditation of the education program.
- I. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by

the person to whom such services are rendered at the Medical Center's usual and customary rate.

- J. Retain ultimate professional and administrative accountability for patient care.
- K. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
- L. The Medical Center will recommend to the School the withdrawal of a Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Medical Center, or (b) the behavior of the Student fails to conform to the applicable policies and procedures of the Medical Center. The Medical Center will assist the School, if necessary in implementing this recommendation.
- M. The Medical Center reserves the right, exercisable in its sole discretion to exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Medical Center.
- N. Upon request, and as appropriate and subject to approval of the Medical Center, collaborate with School faculty and students on clinical research projects.

III. Insurance:

A. School

- 1. The School agrees to provide insurance as set forth in accordance with the requirements herein. If the School uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the School agrees to amend, supplement or endorse the existing coverage to do so.

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

- Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the School and all risks to such persons under this Agreement.

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

- Comprehensive General Liability Insurance - The School shall carry General Liability Insurance covering all operations performed by or on behalf of the School providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - a. Premises operations and mobile equipment
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards
 - e. Personal injury
 - f. Contractual Liability

g. \$2,000,000 general aggregate limit.

- Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hire and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contract is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the School owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- Professional Liability – Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits covering Students and any instructors and employees of the School, including the School Coordinator.

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

2. Additional Insured – All policies, except for Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Addition Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The School shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the School and School’s employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The School agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the School and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage – School shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and School shall maintain such insurance from the time School commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the School shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to an approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the School or County payments to the School will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additionally types of insurance coverage or higher coverage limits must be made by amendment to this contract. School agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

B. County

1. County is a self-insured public entity for purposes of professional liability, general liability, and Workers’ Compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers’ Compensation to provide coverage for liabilities arising out of County’s performance of this Agreement.
2. County, upon the execution of this Agreement, shall furnish School with certificates of self-insurance evidencing compliance with all requirements.

3. County agrees to maintain Workers' Compensation as required under California State Law.

IV. Indemnification:

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

V. Cooperation in Disposition of Claims:

County and School agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. School shall be responsible for discipline of Students in accordance with School's applicable policies and procedures. To the extent allowed by law, County and School shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided under this Agreement; provided, however, that nothing shall require either County or School to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-product Privilege

VI. Status of County and School:

The parties expressly understand and agree that -

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

VII. Confidentiality of Information:

All information obtained and records created, which pertain to patients to whom care/service is provided shall remain confidential and the sole property of the Medical Center. Prior written approval of the Medical Center shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law.

VIII. 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.

IX. Compliance with Immigration Laws:

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

X. Assurance of Non-Discrimination:

The School and the County, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap or any other protected class in any policies, procedures or practices.

XI. Assignment:

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

XII. Rules of Construction:

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

XIII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. Governing Law and Venue:

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

XV. Counterparts and Execution:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature

shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

XVI. 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.

XVII. Excluded Providers:

School 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, Medicaid (Medi-Cal) or any other federal health care program for any item or service that has been furnished by an individual or entity that has been excluded or has been furnished at the medical direction or prescription of a physician, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

School shall screen all current and prospective employees, physicians, partners and persons having five percent (5%) or more of direct ownership or controlling interest of the School for eligibility against the OIG's List of Excluded Individuals/Entities to ensure that ineligible persons are not employed or retained to provide services related to this contract. The OIG's website can be accessed at: <http://oig.hhs.gov/fraud/exclusions.asp>.

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

School shall immediately notify ARMC's Chief Compliance Officer should an employee, physician, 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.

XVIII. Debarment and Suspension:

School hereby 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, School represents and warrants that no proceedings or investigations are currently pending or to School's knowledge threatened by any federal or state agency seeking to exclude School from such programs or to sanction School for any violation of any rule or regulation of such programs.

XIX. Term and Termination:

- A. This Agreement shall be effective for a period of five (5) years from the date fully executed. However, this Agreement may be terminated, with or without cause, by either party after giving the other party thirty (30) days written notice, except that to the extent mutually agreed upon by the parties at the time of termination, any Students that are undergoing training at Medical Center at the time of termination may continue his/her training at the Medical Center until the end of that academic quarter/semester, and the terms and conditions of this Agreement shall continue until the end of that academic quarter/semester. Notwithstanding the foregoing, upon expiration or termination of this Agreement, the obligations which by their nature are intended to survive expiration or termination, including, but not limited to those provisions on indemnification, governing law and venue, shall survive. The Director of the Medical Center is authorized to initiate termination on behalf of the County.

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

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

Stanbridge University
2041 Business Center Drive, Suite 107
Irvine, CA 92612
Attn: Dr. Becky Markel

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

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

- XXI. Electronic Signatures
This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail 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 Contract upon request.

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

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
of San Bernardino County

By _____
Deputy

STANBRIDGE UNIVERSITY

(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 2041 Business Center Drive, Suite 107
Irvine, CA 92612

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Charles Phan, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____
William L. Gilbert, Director

Date _____