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Contract Number

23-441

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	California University of Sciences and Medicine (CUSM)
Contractor Representative	Dr. Paul Lyons
Telephone Number	909-580-9661
Contract Term	07/1/2023 – 6/30/2026
Original Contract Amount	\$1,800,000 Annually
Amendment Amount	
Total Contract Amount	\$1,800,000 Annually
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

PART I

RECITALS

- 1.01 San Bernardino County ("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 the service of Gastroenterology ("Specialty"), and wishes to engage California University of Sciences and Medicine (CUSM), hereinafter referred to as "Provider" or "Corporation" to provide services at Hospital, in Specialty, which includes the subspecialties of Gastroenterology and Hepatology (hereinafter all such services are collectively referred to as the "Service").
- 1.02 Hospital provides both inpatient and outpatient services through hospital-owned outpatient clinics ("Clinics") offering healthcare services in the medical and/or surgical specialties listed in **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 duties with respect to the Service and operation of the Medical Staff Department of Internal Medicine section of Gastroenterology during the term of this Contract.

- 1.04 Provider is a medical corporation organized under the Medical Professional Corporation Laws of the State of California, hereinafter referred to as the "Corporation", that employs or contracts with individuals who are licensed in California and qualified for providing the Service ("Practitioners"). The term Practitioner includes Individuals credentialed by the Hospital as either a Hospital Medical Staff member or Advanced Practice Professional ("APP").

PART II

DUTIES AND RESPONSIBILITIES OF THE CORPORATION AND ITS PRACTITIONERS

2.01 Corporation Leadership

- A. The Chairman of the Department of Internal Medicine shall appoint a Practitioner of the Corporation as a Section Director ("Section Director") for the Section of Gastroenterology in the Department of Internal Medicine. The Section Director must be an Active member of the Hospital's medical staff and maintain a status of "good standing" as defined by, and in accordance with the Medical Staff By-Laws, and must meet all of the requirements of a Section Director as outlined by the Medical Staff Bylaws. In the event the Section Director is deficient in his/her duties, as determined in the sole discretion of the Hospital Director, with the concurrence of the Medical Executive Committee, the Hospital Director may appoint an interim director at its sole discretion until either (1) the Hospital Director become satisfied that the former Section Director is ready, willing, and able to fully perform the duties of the Section Director, or (2) a new Section Director is appointed pursuant to this section of the Contract after the Section Director is removed consistent with the procedures under the Medical Staff Bylaws.
- B. The Corporation shall recommend Practitioners for the roles of other positions whereby the Corporation is being paid by the Hospital for administrative responsibilities. Any appointments of Corporation's Practitioners to such positions shall be approved at the discretion of the Hospital Director, and Medical Executive Committee, unless otherwise provided for under the Medical Staff By-Laws.
- C. Appointments of Corporation Leadership are outlined in **Appendix B**

2.02 General Duties and Responsibilities

- A. Corporation shall take all steps necessary to participate as an in-network provider for all managed care programs for which the Hospital serves as an in-network provider.
- B. Corporation shall provide a list of proposed Practitioners (**Appendix C**) to provide services under this Contract to the Hospital's Director for Hospital approval prior to a Practitioner providing services under this Contract. Except for the removal of Practitioners where required under Sections 2.02(N) and 3.04 of this Contract, any proposed changes by Corporation to the agreed upon list of Practitioners must be submitted in writing by the Corporation and shall be subject to the approval of the Hospital's Director. Any Practitioner proposed to be added to the list by the Corporation after the execution of this Contract must meet the Practitioner qualification requirements in Section 2.03 and be approved by the Hospital Director.
- C. Corporation shall, at all times, provide an appropriate number of qualified Practitioners in the Specialty to accommodate patient needs and services at the Hospital and its Clinics and otherwise meet the patient care, administrative, and teaching needs of the hospital. Telehealth or Telemedicine is not considered a form of coverage unless approved in writing by the Hospital Director.

- E. Corporation shall provide Practitioner services to all patients requiring Service 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, committee meeting attendance, and quality improvement activities.
- F. Corporation shall provide (and shall ensure all Practitioners providing services under this Contract provide) appropriate clinical services in accordance with this Contract, 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 and Corporation's Practitioners to other patients.
- G. 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 professional medical services provided by Corporation's Practitioners 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 Contract is sufficient to compensate Corporation for all of its services hereunder, including the services that Corporation's Practitioners render to Hospital's Charity Care patients.
- H. All Practitioners assigned by the Corporation to serve in an administrative or clinical role pursuant to this Contract, must be available to devote appropriate time necessary to fulfill the terms of this Contract and shall not serve in any similar role at any other hospital or healthcare entity without prior written consent of the Hospital Director. Hospital Director reserve the right in their sole discretion to rescind the consent at any time for any reason, including, but not limited to, if the terms of the appointment change or conflict with the current appointment at the Hospital. Corporation and Corporation's 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 VII of this Contract.
- I. Corporation shall provide appropriate Practitioner staffing to ensure patient outpatient appointments are available within three (3) business days for primary care services and ten (10) business days for specialty care services of request.
- J. Corporation shall assign Practitioners based on the clinical schedule developed by Hospital. Any proposed changes by Corporation to the assignment of Practitioners must be made at least two months prior to the scheduled clinic date. This will ensure adequate scheduling opportunity for the County and Corporation staff.
- K. 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.
- L. Practitioners are expected to be available to provide care during all clinical scheduled hours.
- M. Corporation agrees that it and the Practitioners and other Contractor 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 clinical responsibilities of the Hospital and 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 the Hospital's policies prohibiting misconduct toward patients or harassment of employees, including the policy attached as Exhibit "B", and shall report violations of such policies.

N. 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, restricted, 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 2.03, or breaches or causes Corporation to breach this Contract.
- If Practitioner is terminated by a payor or health plan.

O. Corporation shall assure that all Time Records Forms (**Exhibit A**) are filled out accurately by all Practitioners which include hours for administrative, teaching, direct care, and on-call services.

P. 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 and in accordance with applicable federal and state laws and regulations.

Q. 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

2.03 Practitioner Qualifications

Corporation and each Practitioner 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, in compliance with board certification requirements in the Medical Staff Bylaws.

- C. Maintains membership on the Hospital's Medical Staff or APP Staff, with appropriate clinical privileges.
- 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 billing practices that are competitive with the billing practices of the 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.

2.04 Practitioner Coverage

- A. Corporation shall ensure that there is a qualified Practitioner available for 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, including providing the services of at least three (3.0) fulltime equivalent physicians, with "fulltime" defined as 1880 hours per year.
- 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 Part II 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 Part II and other pertinent sections of this Contract, the parties agree that the compensation due to Corporation pursuant to Part IV of this Contract for such administration, supervision, and teaching for these positions may be reduced in proportion to the actual reduction in coverage of the positions.
- D. Corporation shall reimburse Hospital for all overhead costs incurred by Hospital related to cancelled surgeries or procedures, and any other incurred cost resulting from decisions made by Corporation that directly affect Hospital.

2.05 Administrative and Teaching Responsibilities

- A. The Corporation shall recommend Practitioners for appointment to the Hospital or Medical Staff committees, including, but not limited to, risk management, peer review, etc. Any appointments of Corporation's Practitioners to such roles shall be approved at the discretion of the President of the Medical Staff, Hospital Director, unless otherwise provided for in the Medical Staff Bylaws. Corporation shall ensure that designated Practitioners faithfully serve on Hospital and Medical Staff Committees, and that each Practitioner appointed to such roles attend at least 80 percent of all scheduled meetings, arrive on time and stay through the entire meeting, and actively participate in a collaborative manner. In the event Practitioner is unable to meet the 80 percent threshold; the Hospital has a right to reduce administrative payments by the percentage of hours missed below the 80 percent.
- B. Corporation shall ensure that each Practitioner appointed to an administrative role, as set forth in Appendix B, shall perform the specific duties and responsibilities for that role as delineated in Appendix B, and shall comply with the time records requirements in Section 4.04.
- C. Those Practitioners appointed in this Contract for teaching shall be responsible for preparing and presenting didactic lectures, conferences, seminars, Accreditation Council for Graduate Medical Education ("ACGME") required hours, teaching rounds and other activities necessary to carry out the established core curriculum for the teaching in the Specialty and liaison with Hospital's residents and Hospital-contracted university-affiliated medical students, and shall comply with the time records requirements in Section 4.04.
- D. 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 ACGME and medical school agreements.
- E. Duties and responsibilities for teaching services are outlined in **Appendix B**.
- F. Corporation's Practitioners shall prepare and timely submit written evaluations of the performance of all Residents who have performed a clinical rotation in the Specialty. Such Resident Evaluations must be submitted no later than (1) fourteen (14) business days after receipt of written request or (2) in accordance with the most current timeframe put forth by the Hospital.

2.06 Non-Clinical Personnel

Non-Clinical 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 Section 2.02(M). Corporation will be notified in the event that any Corporation Non-Clinical 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-Clinical Personnel and replace said individual with another Non-Clinical Personnel to fulfill Corporation's obligations under this Contract.

2.07 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.

2.08 Referrals Involving County Patients

- A. 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 2.08, "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 the referral requirement in this section relates solely to the Practitioner's services covered by the scope of this Contract and the referral requirement is reasonably necessary to effectuate the legitimate business purposes of this Contract. If a County patient is referred outside of the County system for one of the reasons listed above, the Provider or Corporation shall report such referral to the Hospital Director for review prior to said referral, except in cases of a medical emergency, in which case, Corporation or Provider shall report such referral within 24 hours after the referral.
- B. 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.

2.09 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.

2.10 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.

2.11 Research Studies/Clinical Trials

- A. 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.
- B. 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.

2.12 Notification of Certain Events

- A. Corporation shall provide immediate verbal notice upon receipt of information to the Hospital Director and, in addition, provide to the Hospital Director written 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 Medi-Cal 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 Contractor 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 2.03 regarding any of its Practitioners ceases to be true.**

2.13 Compliance with Electronic Initiatives

Corporation shall participate in the development, optimization 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.

2.14 Active Participation in Hospital Risk Management Program

Corporation shall ensure that Practitioners and Non-Clinical 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.

2.15 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, who will be subject to approval by Hospital Director at their sole discretion, to serve as co-director/physician

champion on committees affecting Corporation's area of practice, and on committees where the stakeholders include a Practitioner from the specialty of which participation is required.

2.16 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.

2.17 Key Performance Indicators (KPI)

Corporation shall work to improve the Key Performance Indicators as outlined in Appendix D.

PART III

DUTIES, RIGHTS, AND RESPONSIBILITIES OF THE HOSPITAL

3.01 Facilities, Equipment, Supplies and Services

Hospital shall provide and maintain adequate space and appropriate equipment for the efficient operation and conduct of the Service and the Service Clinics. Hospital shall also provide utilities, housekeeping, security, laundry, accounting, purchasing, medical records, and other supplies and services required for the administrative operations, the operation of the residency and medical student educational components of the Service, and the Service 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. In the event Corporation or Corporation's Practitioner proposes the use of any new equipment or new service at the Hospital, the Corporation and Corporation's Practitioners shall disclose in writing to the Hospital's Director if the Corporation or any of its Practitioners have a financial interest or financial relationship with the vendor being proposed to provide the new equipment or service. Failure to provide such disclosure shall be deemed a material breach of this Contract.

3.02 Administrative Personnel

Except as otherwise agreed upon, administrative personnel required for the proper operation of the Specialty Department and the Specialty Clinics shall be employed by Hospital. The selection and retention of such personnel may include consultants of the Corporation, consistent with the County's Memorandum of Understanding provisions and County's Personnel Rules and Regulations.

3.03 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. No failure by the County to insist upon the strict performance of this section of the Contract shall constitute a waiver of its right to enforce this requirement during the term of this Contract.

3.04 Right to Remove Practitioner

Hospital shall have the right to remove a Practitioner from the list of approved Practitioners by written notice to the Corporation, effectively immediately or at such later date as specified in such notice, at any time during the term of this Contract with or without cause. If removed from the list of approved Practitioners, the 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.

PART IV

BILLING AND COMPENSATION

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

4.01 Compensation

Hospital shall compensate Corporation for Services provided under this Contract, as outlined in Appendix E.

4.02 Compensation for Patient Care

- A. Hospital shall not compensate Corporation for professional services rendered directly to patients except as otherwise stated herein.
- B. Corporation shall bill usual and customary charges for such patient care 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 administrative or teaching services and responsibilities rendered by Corporation pursuant to Part II of this Contract, or for patient care rendered by fellows and residents not directly supervised by or in conjunction with faculty personnel of the Corporation.
- C. Payment for patient care is based on the fair market valuation and percentage of payor mix whereby Corporation is unable to bill for professional services.

4.03 Method of Payment

- A. County shall pay Corporation on the thirtieth (30th) day of each month, for services provided by Corporation in the prior month, unless otherwise noted in this Contract, following timely submission of Corporation's time records in accordance with Sections 4.01 and 4.04. County shall withhold ten (10) percent of compensation otherwise due to Corporation each month if Corporation fails to timely submit its invoice and complete and accurate time records for that month in accordance with Section 4.04 and shall not pay Corporation such withheld amount for any month unless and until Corporation submits its invoice and complete and accurate time records for that month.

4.04 Time Records

- A. 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 II 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 at the time of invoice submission for 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 Section 2.02(H) and Appendix B 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. 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 4.01. Such withholding shall be made from the next payment due to the Corporation following such delinquency.

4.05 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.

4.06 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 books and records in order to assure Corporation's compliance with any and all provisions of this Contract, and Corporation shall fully cooperate with Hospital in this regard.

Corporation hereby agrees to indemnify, defend and hold harmless 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 inaccurate and/or improper billing information furnished by Corporation and relied on by Hospital regarding professional services rendered by Corporation to Hospital patients.

PART V

DELINQUENT MEDICAL RECORDS AND REPORTS

- 5.01 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.
- 5.02 Corporation shall ensure that its Practitioners complete medical records in accordance with all applicable policies, laws, and regulations.
- 5.03 A medical record or Resident Evaluation not completed within the timeframes specified by federal or state law, regulations, Hospital policies, or rules specified by accrediting agencies, including, but not limited to the ACGME, is considered delinquent. If any medical records or Resident Evaluations required under this section is delinquent for more than sixty (60) days, the County shall be entitled to withhold fees due to the Corporation. Such withholdings 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 VI

GENERAL PROVISIONS

6.01 Personnel

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

6.02 Independent Contractors

- A. 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.
- B. 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 Department and Services covered by this Contract shall be administered, performed, and rendered in a competent and efficient manner satisfactory to the Hospital's Director in compliance with this Contract, 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 Service. In addition, the parties shall also operate and conduct the Service 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.

6.03 Scribes

Corporation may utilize, at their own expense, 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 Hospital's policy on the utilization of scribes. In utilizing scribes, Corporation shall comply with all terms and conditions of this Contract, including, but not limited to, Part VIII.

6.04 Subcontracting

Corporation agrees not to enter into any subcontracts 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.

6.05 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 insurances as specified in this Contract, including, but not limited to, workers' compensation insurance. 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.

6.06 Professional Liability Indemnity

County shall indemnify Corporation as is provided by the Professional Liability Indemnity Clause, which is attached hereto as Exhibit "C" 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 "C" until such Practitioner is granted clinical privileges as a medical staff member.

6.07 Disagreement

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

6.08 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.

6.09 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 the County.

6.10 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. No waiver by any party of any term or condition of this Contract, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Contract on any future occasion. All remedies, either under this Contract or by law or otherwise afforded, will be cumulative and not exclusive.

6.11 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.

6.12 Governing Law and Venue

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. The parties acknowledge and agree that this Contract 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 Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

6.13 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.

6.14 Alternative Dispute Resolution

- A. 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.
- B. 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.

6.15 Term of Contract

This Contract shall be effective July 1, 2023, and shall remain in effect through June 30, 2026, unless otherwise terminated pursuant to Section 6.16.

6.16 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.

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

- A. Corporation is unable or unwilling to perform the duties required by this Contract, as determined in the sole discretion of the Hospital;
- 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. Unless the breach cannot be cured, 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. If after thirty (30) days Corporation has not cured the breach to the satisfaction of the County, County may terminate the Agreement upon notice to the Corporation;
- D. Corporation becomes insolvent, files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, a trustee in bankruptcy or a receiver is appointed by appropriate authority for Corporation, or upon an assignment of a substantial portion of the assets of Corporation for the benefit of creditors; or
- E. In the event of the death of the person who has signed this Contract on behalf of the Corporation; and
- F. Any other basis for which immediate termination is explicitly permitted as specified in the terms of this Contract.

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

6.17 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.

6.18 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: Hospital Director

To Corporation: California University of Science and Medicine
1501 Violet Street
Colton, CA 92324
Attention: President

Any such notice to any party deposited in the mail 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.

6.19 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.

6.20 Inspection of Records

Corporation 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. If Corporation provides services hereunder through a subcontract with a related party, the subcontract must allow similar access by the Secretary of Health and Human Services or the Comptroller-General, and their duly authorized representatives to the subcontract and the subcontractor's books, documents, and records.

6.21 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 Section Director, 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 this Contract. Further, County shall have the right from the date of disability to select or otherwise approve an acting director 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 all personnel as set forth and required in this Contract.

6.22 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 "B."

6.23 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, C, D, E, and Exhibits A, B, C, D, and completed and signed Attachment A's, all of which are referenced in and considered part of this Contract. This Contract also incorporates by reference the recitals.

6.24 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.

6.25 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.

6.26 Authorization

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

6.27 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.

6.28 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.

6.29 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 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 Contract upon request.

PART VII

CONFLICT OF INTEREST

7.01 Statement of Economic Interests

As provided in Section 2.02(H) of this Contract, 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 VII.

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 San Bernardino County.

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 VIII

PRIVACY AND SECURITY OF HEALTH RECORDS

- 8.01 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.

- 8.02 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.
- 8.03 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 as a covered entity in an Organized Health Care Arrangement ("OHCA") with Hospital, and shall comply with Hospital's health information privacy and security policies and procedures, and with its notice of privacy practices.
- 8.04 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 Contract 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.

[SIGNATURE PAGE FOLLOWS]

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

SAN BERNARDINO COUNTY

► Dawn Rowe

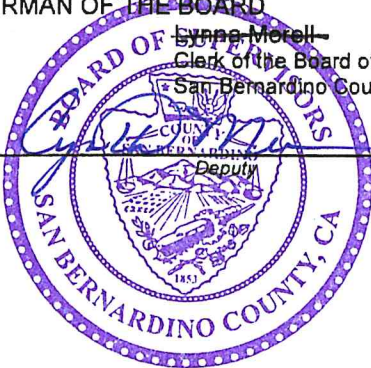
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 23 2023

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



CALIFORNIA UNIVERSITY OF SCIENCES AND MEDICINE

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

By

► Paul Lyons

(Authorized signature - sign in blue ink)

Name Paul Lyons, M.D.

(Print or type name of person signing contract)

Title President

(Print or Type)

Dated: 4/28/23

Address 1501 Violet Street

Colton, CA 92324

Approved as to Legal Form

►

Charles Phan, Deputy County Counsel

Date 4/28/2023

Reviewed by Contract Compliance

►

Date

Reviewed/Approved by Department

►

William L. Gilbert, Director

Date

5/16/23

APPENDIX "A"
Provider Services

Inpatient Services

Gastroenterology consulting services

Outpatient Services and Clinics

Gastroenterology and Hepatology clinic

Gastroenterology lab

APPENDIX "B"
APPOINTMENTS OF CORPORATION LEADERSHIP

Section Director (0.2 FTE): Kumarvelu Balasubramaniam, MD
 IMACGME Faculty (0.2 FTE): Kumarvelu Balasubramaniam, MD

Job Descriptions

Section Director:

- a. Recommend and review rules, regulations and protocols for the operation of Specialty of Gastroenterology.
- b. Recommend and implement protocols, as well as providing the administrative management and supervision of all services rendered by the Specialty of Gastroenterology.
- c. Review the scheduling of all Gastroenterological procedures to be performed.
- d. Verify credentials of all physicians applying for clinical privileges in the Specialty of Gastroenterology and make appropriate recommendations to the Credentials and Medical Executive Committees of the Medical Staff.
- e. Oversee educational performance and activities of all newly acquired clinical privileges for all practitioners of the Specialty with any applicable rules and regulations, including those of the Hospital.
- f. Review, on an annual basis, the clinical and educational performances of all practitioners with clinical privileges in the Specialty.
- g. Ensure that the medical records of all patients treated by the Specialty are completed in a timely and accurate manner.
- h. Review the performance of all residents, students, and fellows participating in Hospital's GME programs.
- i. Review on an annual basis, the clinical performance of all physicians with clinical privileges in the Specialty.
- j. Cover any other appropriate units or responsibilities as designated by the Chair of the Department and the Hospital's Medical Director and accepted by the Corporation.
- k. Participate and cooperate in Hospital's Performance Improvement Program.
- l. 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

IMACGEM Faculty Requirements:

- Responsible for developing the educational content and curriculum for the subspecialty area
- Must be certified in the relevant subspecialty

APPENDIX "C"
CORPORATION PRACTITIONERS

Kumaravelu Balasubramaniam, MD
Victor Guharoy, MD
Onpan Cheung, MD
Anas Kawayeh, MD
Zeid Kayali, MD
Harold Paredes, MD
George Saffouri, MD
Brian Shin, PA-C
Jenna Jacobs, PA-C
Andrea Coffey, PA-C

Corporation: Paul Lyons

Date: 4/28/23

☐ Approved

Hospital Director: William L. Gilbert

Date: 5/16/23

APPENDIX D
KEY PERFORMANCE INDICATORS

Key Performance Indicator	Benchmark	Trigger 1	Trigger 2
Administrative – <i>Corporation and its providers must participate in the Hospital's Physician Ongoing and Focused Physician Performance Evaluation process in accordance with the hospital's policies and procedures</i>	N/A	N/A	N/A
<i>Attendance in required meetings by the Section Director for Gastroenterology</i>	80%	85%	90%
Teaching – Resident reviews completed on time per ACGME requirements	90%	95%	100%
Direct Care - Timeliness response for Inpatient consulting services not to exceed the times set forth by the Medical Staff Rules and Regulations	---	90%	95%

APPENDIX E

Corporation shall be paid at the "Base" rate of compensation as set forth in the chart below for the first six months of this Contract. Then, Hospital will review Corporation's performance against the KPI metrics in Appendix D after that first six months, and after every six months throughout the term of this Agreement. At each of these six month intervals, if Corporation has satisfied either Trigger 1 or 2 as outlined in Appendix D for the prior six month period, then Corporation shall be paid, during the next six months, at the annualized rate set forth in the chart below that corresponds to the trigger that was satisfied for the prior six month period. At each of these six month intervals, if neither trigger was satisfied for the prior six month period, then Corporation's compensation for the next six months will remain at (or return to) the "Base" compensation as set forth in the chart below.

Position	Description		Base Annual	Trigger #1 Annual*	Trigger #2 Annual*
ARMC Direct Payments					
	FTEs	Hours			
Administrative					
Section Director	0.2	416	See Appendix B	\$ 60,000.00	\$ 60,000.00
Sub-Total Administrative				\$ 60,000.00	\$ 60,000.00
Teaching and Other GME Activities					
IM ACGME Residency Program Faculty	0.2		See Appendix B	\$ 94,000.00	\$ 97,000.00
Sub-Total Teaching and Other GME Activities				\$ 94,000.00	\$ 97,000.00
Direct Patient Care	FTEs	WRVUs			
GI Inpatient and Clinic Coverage, Attending	2.0	18396	Equivalent to 2.0 clinical FTEs btw IP and Clinic. Clinic days are M-F	\$ 644,840.00	\$ 665,420.00
GI Lab and Clinic Coverage, NP or PA	2.0	5645	Two full-time APPs (1.0 FTE each)	\$ 253,800.00	\$ 261,900.00
Hepatology Clinic Coverage, Attending Phy.	0.8	5020	Hepatology clinic coverage (0.8 FTEs, four full days per week).	\$ 150,400.00	\$ 155,200.00
Hepatology Clinic Coverage, NP or PA	1.0	2823	One full-time APP (1.0 FTE each)	\$ 126,900.00	\$ 130,950.00
GI Subspecialty Clinic Coverage, MD	0.2	554	One full day per week	\$ 94,000.00	\$ 97,000.00
On-Call Coverage	Per Diem				
24/7 Coverage, Including ERCP			See Section 2.04	\$ 224,660.00	\$ 231,830.00
Sub-Total Direct Patient Care & On-Call Coverage				\$ 1,494,600.00	\$ 1,542,300.00
Total ARMC Payments				\$ 1,648,600.00	\$ 1,699,300.00
Contract Pass-Through Payments					
San Bernardino County Sheriff Department				-	-
Clinic Coverage, Detention Centers			Two Full Days/Month, 0.1 FTE status	\$ 50,000.00	\$ 50,000.00
San Bernardino County Sheriff Department				\$ 50,000.00	\$ 50,000.00
Total Contract Amount per Year				\$ 1,698,600.00	\$ 1,749,300.00

* Triggers are based on KPI Performance in Appendix D (note: the dollar amount indicated above for Trigger 1 would apply if the Trigger 1 rate is paid for a full year, and the dollar amount indicated above for Trigger 2 would apply if the Trigger 2 rate is paid for a full year; however, actual payment to Corporation during the term of this Contract will be based on Corporation's performance against the KPI metrics, as set forth in Appendix D.

ATTACHMENT A
PRACTITIONER ACKNOWLEDGMENT

The undersigned (each a "Practitioner") acknowledge that they provide services to San Bernardino County, through Arrowhead Regional Medical Center (the "Hospital") under the terms of a Professional Service Agreement (the "Agreement") between the Hospital and California University of Science and Medicine (the "Corporation") dated July 1, 2023 ("Effective Date"). Accordingly, the undersigned acknowledges that:

1. The following representations made in Section 2.03 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 Advanced Practice Professional Staff as of the Effective Date;
- c. Maintains membership on the Medical Staff or Advanced Practice Professional 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.

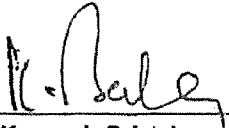
2. Practitioner agrees that while providing services under the Agreement he or she shall not compete with the Hospital by re-directing County Patients (as defined herein) to private practice ventures (i.e. non-County providers or facilities). For purposes of this paragraph, "County Patients" shall include 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, effectively immediately or at such later date as specified in such notice, 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.

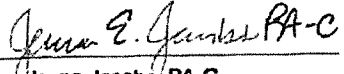
Agreed and acknowledged:

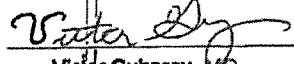

By: Kumarvelu Balasubramaniam, MD
Date: 4/27/23


By: Onpan Cheung, MD
Date: 4/27/23

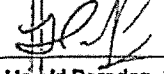

By: Zaid Kayali, MD
Date: 4/27/23

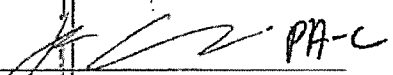

By: George Saffouri, MD
Date: 4/27/23

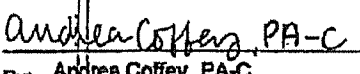

By: Jenna Jacobs, PA-C
Date: 4/27/23


By: Victor Guharoy, MD
Date: 4/27/23


By: Anas Kawayeh, MD
Date: 4/27/23


By: Harold Paredes, MD
Date: 4/27/23


By: Brian Shin, PA-C
Date: 4/27/23


By: Andrea Coffey, PA-C
Date: 4/27/23

[illegible]

Month: Month the services were provided

Year: Year the services were provided

Department: Name of department on contract

Position per Contract: Name of the position held by the provider (ex: Dept Director, Trauma Director, Orthopedic Surgery Spine, Physician Faculty (Core), NP or PA, Secretary)

Provider: Name of provider completing this timesheet

Type of service: Identify the type of service you perform (ex: General Surgery Coverage, Neurological Surgery Coverage, Orthopedic Surgery Hand, Clinic Coordinator)

Signature: Signature of provider completing this timesheet

Please print Dept Director Name: Name of your Dept Director

Signature reviewed by Dept Director: Signature of Dept Director

Date: List the dates you provided services

Shift: List the shift worked on that day

Teaching Hours: List all hours spent 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.

Admin Contract Hours: List all contract billable Admin hours. Please note: Only those positions identified in the contract should document Admin time.

Patient Care Hours Inpatient/Outpatient: List all hours spent performing direct face-to-face care of patients with or without any resident involvement, charting, handling patient-care related messages, transmitting and evaluating patient medication refills, completing patient-care related paperwork, speaking with patients regarding their care and coordinating patient care.

On-Call Hours: List the number of on-Call hours for the specific date

Other: State the number of hours worked and describe any hours worked that do not fall into the other categories listed on the timesheet with an explanation of what services were provided.

Total Hours: The total number of hours listed for that day

Grand Total: The total of all hours listed on this timesheet

APPENDIX B

	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
<u>POLICY STATEMENT AND PURPOSE</u> The County of San Bernardino (County) is committed to providing an environment free of discrimination, harassment, including sexual harassment, and retaliation. <u>DEPARTMENTS AFFECTED</u> Board of Supervisors, Elected Officials, all County Agencies and Departments, Board-Governed Special Districts, and Board-Governed Entities. <u>POLICY</u> 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.		

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, 1-800-790-2320). 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 "C"

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.

EXHIBIT "D"

BREAKDOWN OF COVERAGE FOR CORPORATIONS AND SUBCONTRACTORS

This sheet references "tiers" of Corporation/subcontractors as provided in Exhibit C 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.**