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Contract Number

24-8666

SAP Number

Arrowhead Regional Medical Center

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Contractor	<u>Keck Medical Center of USC on behalf of its Keck Hospital of USC</u>
Contractor Representative	<u>Ellen Whalen</u>
Telephone Number	<u>(323) 442-8396</u>
Contract Term	<u>Five years from full execution</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>8242</u>
Grant Number (if applicable)	<u>N/A</u>

AFFILIATION AGREEMENT FOR RESIDENCY AND FELLOWSHIP ROTATIONS

This Affiliation Agreement for Residency Rotations ("Agreement") is entered into by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("ARMC") and Keck Medical Center of USC on behalf of its Keck Hospital of USC ("Receiving Hospital").

WITNESSETH:

WHEREAS, ARMC operates approved Graduate Medical Education ("GME") programs for resident and fellow physicians (collectively, "Residents") which require clinical experiences for Resident(s) in accordance with the Accreditation Council for Graduate Medical Education ("ACGME"), or an accrediting agency reasonably equivalent to The Joint Commission ("TJC");

WHEREAS, the Receiving Hospital operates a licensed healthcare facility that provides medical care to its patients;

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

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

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

WHEREAS, Receiving Hospital has agreed to accept certain specified Residents of ARMC for training in accordance with the terms and conditions of this Agreement; and

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

I. General Information

A. General Relationship

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

B. Standards of Operations

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

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

C. ACGME Affiliation Approval

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

D. Licenses

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

inability shall be cause for immediate termination of this Agreement as determined solely by the party receiving such notice; the prior thirty (30) day advanced written notice of termination set forth in Section XII of this Agreement shall not be required.

II. Training Issues and Duties

A. Residency Specialties

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

B. Rotation Directors

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

C. Patients

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

D. Confidentiality

1. Receiving Hospital Information. ARMC recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, ARMC and Residents may have access to certain information of Receiving Hospital that is confidential and constitutes valuable, special and unique property of Receiving Hospital. ARMC agrees that neither ARMC nor any Resident will at any time, either during or subsequent to the Term, disclose to others, use, copy or permit to be copied, without Receiving Hospital's express prior written consent (except where disclosure is required by law or where disclosure is made in connection with the performance of ARMC's and Resident's duties hereunder), any confidential or proprietary information of Receiving Hospital, including, without limitation, information which concerns Receiving Hospital's patients, costs, or treatment methods developed by Receiving Hospital, and which is not otherwise available to the public.
2. Patient Information. ARMC shall inform Residents that they may not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Receiving Hospital in writing, any medical record or other patient information regarding Receiving Hospital patients, and that they must comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Receiving Hospital and Receiving Hospital's medical staff, regarding the confidentiality of such information.
3. Privacy of Health Information. ARMC acknowledges that Receiving Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "HIPAA Regulations"). Accordingly, Receiving Hospital may only disclose Protected Health Information or Individually Identifiable Health Information, as defined in 45 CFR 160.103 (collectively, "Protected Health Information") to a Resident for purposes of providing treatment to Receiving Hospital patients or training the Resident to be a health care provider. A Resident may only request or use Protected Health Information about an Receiving Hospital patient for treatment and Receiving Hospital training program purposes. A Resident may only disclose Protected Health Information about a Receiving Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to

Receiving Hospital's workforce members involved in the Resident's training program for Receiving Hospital's training program purposes. A Resident shall not disclose Protected Health Information to ARMC or its faculty, employees, agents or representatives, unless permitted by applicable laws.

An online HIPAA education privacy program is available through the University of Southern California's compliance webpages (<https://ooc.usc.edu/compliance-programs/data-privacy/health-information/hipaa-privacy-education-program-2/>) and must be taken by each Resident prior to the start of their rotation at Receiving Hospital. ARMC shall provide Receiving Hospital with satisfactory evidence of completion by each Resident no less than ten (10) days prior to the start of the applicable rotation.

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

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

E. Non-Discrimination

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

F. Resident Decorum

Receiving Hospital shall notify the ARMC Program Director of the pertinent residency program if any Resident's conduct is found unacceptable to Receiving Hospital. ARMC shall take appropriate action to correct the unacceptable conduct of the Resident(s) in accordance with the policies and procedures or rules and regulations of ARMC's residency program. ARMC shall advise Resident(s) of their responsibility to abide by Receiving Hospital's policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free Workplace Act. Receiving Hospital agrees to orient such Resident(s) to its policies and procedures for which they will be held accountable. Receiving Hospital agrees to provide ARMC's Resident(s) with its own Resident Information Handbook or equivalent, which includes general policies regarding graduate medical education training.

G. Corrective Action/Grievance

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

H. Health Verification

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

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

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

ARMC will comply, and will inform Residents that they must comply, with Receiving Hospital's COVID-19 health and safety protocols as applicable and as they change from time to time, including, but not limited to, Receiving Hospital's COVID-19 Vaccination Program: <https://policy.usc.edu/covid-19-vaccination-program/> and [Coronavirus Vaccine - Keck Medicine of USC](#).

I. Medical Licensure

All Resident(s) shall meet and comply with either the requirements regarding state licensure or the postgraduate training registration requirements of the Medical Board of California or Osteopathic Board of California.

J. Resident Duties

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

K. Medical Records

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

L. Responsibilities of ARMC

In addition to those other responsibilities of ARMC as set forth in this Agreement, ARMC shall be responsible for the following: (a) ensuring that the Program Director for the relevant specialty at ARMC are reasonably available for consultation with Receiving Hospital, Resident(s), and supervising faculty for all purposes associated with the relevant medical specialty residency program; (b) retaining responsibility for the overall planning, administration and coordination of the residency programs at ARMC; (c) informing all of its Residents who rotate through Receiving Hospital of the

requirement to abide by the applicable policies, rules and regulations and bylaws of Receiving Hospital. Receiving Hospital may, at its reasonable discretion, remove from rotation and from Receiving Hospital's premises any Resident who materially fails to follow such policies, rules and regulations; (d) requiring each Resident to carry an identification card issued by Receiving Hospital and to conspicuously display his/her name badge when engaging in rotation activities at Receiving Hospital; (e) assisting in the planning and implementation of the clinical education program relating to Residents' training at Receiving Hospital; and (f) operating its residency program in accordance with federal, state and local laws, rules and regulations. In addition:

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

M. Responsibilities of Receiving Hospital

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

1. Assist in the planning and implementation of the clinical education program and to supervise and instruct the assigned Resident(s) during their clinical rotations at Receiving Hospital;
2. Designate a qualified member of Receiving Hospital's medical staff as the Site Director who will be responsible for the educational and experiential supervision of the Resident(s) in the implementation of the clinical experience;
3. Permit assigned Resident(s) to use its patient care and patient service facilities for clinical education according to the mutually approved curricula;

4. Retain responsibility for nursing care and related duties when Resident(s) are providing care to any patient at Receiving Hospital;
5. Permit Residents the use of such supplies and equipment as are commonly available to physicians for patient care at Receiving Hospital;
6. Permit use of the following facilities and services by Resident(s):
 - a. Parking areas;
 - b. Locker storage and dressing facilities, and sleep rooms for overnight call duty, as available;
 - c. Access to sources of information for clinical education purposes:
 - i. charts, nursing station references, cardex files;
 - ii. procedure guides, policy manuals;
 - iii. medical dictionaries, pharmacology references and other reference suitable to the clinical area;
 - iv. required health information relating to Receiving Hospital patients
7. Retain the right to remove, suspend or refuse access to any Resident(s) who, in Receiving Hospital's reasonable discretion, determines has failed to abide by Receiving Hospital's policy(ies) and procedure(s) and/or who do not meet Receiving Hospital's standards for safety, health, cooperation, or ethical behavior, and during any pending investigations of such conduct by Receiving Hospital.
8. Comply with federal, state and local laws and ordinances concerning the confidentiality of Resident(s) records;
9. Invite the participation of Resident(s) to such educational activities as conferences, rounds, and similar experiences including utilization review, quality assurance, evaluation and monitoring activities, as deemed appropriate by Receiving Hospital;
10. Require Resident(s) and instructors to participate, to the extent scheduled or otherwise requested and approved by Receiving Hospital, in activities and assignments that are of educational value and consistent with the requirements of the ACGME;
11. Require Resident(s) to participate in orientation programs provided by Receiving Hospital, including training for compliance with HIPAA;
12. Require Residents to cooperate in performance improvement and risk management activities designed to identify, evaluate and reduce risk of patient injury and enhance the quality of patient care;
13. Require Residents to cooperate in the preparation and maintenance of a complete medical record for each patient in whose care he/she participates in compliance with all state and federal laws and regulations, TJC and ACGME and ARMC's Bylaws, Rules and Regulations and policies, where applicable. The medical record for Receiving Hospital patients shall, at all times, remain the property of Receiving Hospital;
14. Retain ultimate professional and administrative accountability for all patient care for patients at Receiving Hospital;
15. Audit the duty hours of Residents assigned to it and will assure that these duty hours will not exceed the work hour restrictions imposed by the ACGME; and
16. Take reasonable measures to provide the following to Residents that train at Receiving Hospital under this Agreement:

- a. Orientation to and information about Receiving Hospital's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
- b. Instruction in Receiving Hospital's policies and procedures for infection control including the handling and disposal of needles and other sharp objects, and in protocols for injuries and incident reporting including those resulting from needle stick injuries and other exposures to blood or body fluids; and
- c. First aid and other emergency treatment available on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Resident in the event of a needle stick injury or other exposure of Resident to blood or body fluids.

N. Direct Supervision

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

O. Evaluation of Resident(s)

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

P. Medical Staff Membership

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

III. Payment and Billing

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

IV. Insurance

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

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

V. Indemnification:

- A. County agrees to indemnify, defend, and hold harmless Receiving Hospital, its authorized officers, employees, and agents from any and all third-party claims, actions, losses, damages and/or liability arising out of this Agreement to the extent caused by the negligence or willful misconduct of ARMC. County also agrees to indemnify, defend, and hold harmless Receiving Hospital, its authorized officers, employees, and agents from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the professional negligence of Residents while training at Receiving Hospital, except where the act or omission of the Resident that caused harm was undertaken at the direction or supervision of Receiving Hospital, its officers, employees, agents, and volunteers.
- B. Receiving Hospital agrees to indemnify, defend, and hold harmless County, its authorized officers, employees, agents, and volunteers from any and all third-party claims, actions, losses, damages and/or liability arising out of this Agreement to the extent caused by the negligence or willful misconduct of Receiving Hospital, its officers, employees, subcontractors, and agents.
- C. The indemnification obligations under this Agreement will survive expiration or termination of the Agreement, regardless of the cause of such termination.

VI. OSHA Regulation

Receiving Hospital and ARMC certify awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement. ARMC shall be responsible for compliance by Residents with the final regulations issued by the Occupational

Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the employer" to provide all employees with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. ARMC's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.

VII. Status of Receiving Hospital and the County:

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

VIII. Publicity

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

IX. Debarment and Suspension

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

X. Exclusion Lists Screening

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

to be an Ineligible Person, the party who determined the existence of the Ineligible Person shall immediately notify the other party of the same.

XI. Exclusivity

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

XII. Term and Termination

- A. This Agreement shall be effective as of the date fully executed and shall remain in effect for a term of five (5) years, unless earlier terminated by the parties under the provisions of this Agreement.
- B. This Agreement may be terminated, with or without cause, by either party at any time after giving the other party thirty (30) days advance written notice of its intention to terminate. The Director of ARMC is authorized to initiate termination on behalf of the County. Any termination by Receiving Hospital shall not be effective as to any Resident who at the mailing of said notice to County was participating in the Program until such Resident has completed the training at the Receiving Hospital for the then current academic year.
- C. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

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

KECK HOSPITAL OF USC
1500 San Pablo St.
Los Angeles, CA 90033
ATTN: CEO

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

XIII. Modification

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

XIV. Assignment

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

XV. Rules of Construction

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

XVI. Entire Agreement

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

XVII. Governing Law and Venue.

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. Any action arising under this Agreement shall be venued in the state or federal courts in the State of California.

XVIII. Counterparts and Electronic Signatures

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

XIX. Conflict of Interest

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

XX. Severability

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

XXI. Authorization

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

XXII. Accreditation/License

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

XXIII. Standards and Regulatory Compliance

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

XXIV. Campaign Contribution Disclosure (SB 1439)

Receiving Hospital has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the County Board of Supervisors. Receiving Hospital acknowledges that under Government Code section 84308, Receiving Hospital is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, the Receiving Hospital will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Receiving Hospital or by a parent, subsidiary or otherwise related business entity of Receiving Hospital.

XXV. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, RESULTING FROM A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

XXVI. Survival of Obligations.

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

[SIGNATURE PAGE FOLLOWS]

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

SAN BERNARDINO COUNTY on behalf of
Arrowhead Regional Medical Center

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 10 2024

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

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



KECK MEDICAL CENTER OF USC on behalf of its
Keck Hospital of USC

(Print or type name of corporation, company, contractor, etc.)
By ► *Marty Sargeant*
(Authorized signature - sign in blue ink)

Name Marty Sargeant
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: 08/02/2024

Address 1500 San Pablo St.
Los Angeles, 90033

FOR COUNTY USE ONLY

Approved as to Legal Form
► *[Signature]*
Charles Phan, Supervising Deputy County Counsel
Date 8/9/2024

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *[Signature]*
Andrew Goldfrach, ARMC Chief Executive Officer
Date 8/9/2024



ATTACHMENT A
**Campaign Contribution Disclosure
(SB 1439)**

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" in this Attachment refer to Receiving Hospital. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: **Keck Medical Center of USC**
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: **Marty Sargeant, CEO Keck Medical Center of USC**
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): **n/a**
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
University of Southern California	Parent

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
n/a		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

N/A

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

If no, please skip Question No. 10. **No contributions were made.**

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.