

AGREEMENT FOR CLINICAL AND INSTRUCTIONAL PROGRAM

BETWEEN

LOMA LINDA UNIVERSITY

AND

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

THIS AGREEMENT FOR CLINICAL INSTRUCTION PROGRAM ("Agreement"), is made by and between **LOMA LINDA UNIVERSITY**, for and by its School of Allied Health Professions, Physician Assistant Program, hereinafter called "the University" and San Bernardino County on behalf of Arrowhead Regional Medical Center, hereinafter called "the Facility."

W I T N E S S E T H

THAT WHEREAS the University has established an approved clinical and instructional program of medical education and clinical training for its Physician Assistant students ("Students") covered by this Agreement, hereinafter referred to as "the Program"; and

WHEREAS the Program requires facilities where Students can obtain the clinical learning resources and experience required for the Program; and

WHEREAS the Facility has the clinical setting and equipment needed by Program Students as part of their practical learning experience;

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

1. RESPONSIBILITIES OF THE FACILITY

1.1 The Facility will provide suitable clinical experience situations and maintain an appropriate learning environment with a shared responsibility of the Facility and University as mutually agreed upon by the parties. It is understood that in no case shall Students replace

regular staff.

1.2 Subject to the University's consultation and approval, Facility will designate appropriate personnel to coordinate and supervise the Student's clinical learning experience at the Facility in the Program. This will involve planning between responsible University faculty and designated Facility personnel and medical staff members for the assignment of Students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the clinical experience program for the Students at the Facility. That person will be known as the Clinical Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Clinical Education Supervisor.

1.3 Subject to and limited by all applicable laws, the Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will provide the necessary authority and consultation to clinical department chairs of the University to ensure clinical faculty and Student access to appropriate resources for Student training.

1.5 The Facility will withdraw a Program Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Facility, or (b) the behavior of the Student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said Student's participation in the clinical learning experience shall immediately cease.

1.6 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility. In the event of an emergency, as determined by Facility,

Facility may, without advance consultation with the University, exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.7 The Facility shall provide all equipment and supplies needed for clinical instruction at the Facility, as determined by Facility. The Student's name/identification badge shall be provided by the University or Facility, as mutually agreed upon by the parties. Unless otherwise agreed upon, Facility share bear the cost of such badge. Such equipment and supplies will be subject to its availability.

1.8 The Facility shall provide necessary emergency care or first aid required by an accident occurring at the Facility for a Student participating in the Program and, except as herein provided, Facility will have no obligation to furnish medical or surgical care to any Student. The cost for any and all medical care provided shall be borne by the University participant (Student or faculty).

1.9 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the Student's activities while at the Facility.

1.10 The Facility will maintain records and reports on each Student's performance as specified by the Program and provide an evaluation to the University on forms provided by the University.

1.11 The Facility will ensure that Student(s) exposed to infections or environmental hazards or other occupation injuries at clinical Facility will be managed according to the policy of the Facility. Except where prohibited by law, Facility agrees to notify the University's Student Health Service of the occurrence of such exposure to Student(s) for follow-up. Such notification will be subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. RESPONSIBILITIES OF THE UNIVERSITY

2.1 The University has the ultimate authority over its academic curriculum and the education and assessment of its Students.

2.2 The University will withdraw a Student from the clinical experience program at the Facility upon notice as set forth in paragraph 1.5.

2.3 It shall be the responsibility of the Academic Coordinator of Clinical Education, after consultation with the Facility, to plan the clinical educational program for Student clinical experiences.

2.4 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.5 The University will require all Students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. Students are expected to attend orientation in the Office of Graduate Medical Education before beginning their rotations at the Facility. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.6 The University communicates with the Facility Student Coordinator the rotations and names of the Students 60 (sixty) days in advance of the start of each rotation. The number of Students that will rotate and the scheduling of such rotation at Facility shall be mutually agreed upon by the Facility and University.

2.7 The University assures that all Students are covered by health and liability (malpractice insurance) as set forth in paragraph 5 below.

2.8 The University will assign to the Facility only those Students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.9 The University will ensure that, prior to clinical placement, each Student has taken or signed a waiver of declination of the Hepatitis B series and has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

2.10 The University will certify that each Student participating in the clinical experience program at the Facility has successfully passed a comparable criminal background check and drug/alcohol screen in effect at Facility during the time of the clinical experience.

Facility background check requirements for Students are as follows:

A. Prior to the Student(s) starting their training assignment at Facility, all Student(s) and on-site faculty who will be on Facility premises must complete a background check in accordance with applicable State caregiver background check law and Facility policy. The results of the background check must contain clearance for at least the past seven (7) years and must include at least the following:

1. All names
2. All counties (San Bernardino County, California required)
3. Social Security Number
4. Sex Offender Database
5. Office of Inspector General (OIG/GSA).

B. Only Student(s) with a PASS grade are accepted for training at the Facility.

Unacceptable hits include:

1. Murder
2. Sexual offenses/misconduct
3. Physical abuse
4. Misdemeanor or felony fraud
5. Misdemeanor or felony theft
6. Misdemeanor involving weapons/violence/cruelty
7. Felony assault
8. Felony involving weapons/violence
9. Felony possession and furnishing (without rehabilitation certificate)
10. All pending charges
11. Multiple charges – two or more of the same or different nature
12. Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
13. Recent DUI charge – those which have occurred within the last 24

months

14. Dismissed charges for which the People have presented a reasonable argument to the Court again dismissal.

2.11 The University will ensure that, prior to clinical placement at Facility, each Student will have had a recent two-step skin test for tuberculosis.

2.12 The University will ensure that, prior to clinical placement, each Student will provide to University documentation of required immunization(s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; d) Rubella (2MMRs), and e) COVID-19. In the event that a Student seeks an exemption from Facility's vaccination requirements, the Student must follow all University's and Facility's policies and procedures to establish such exemption and must follow all policies and procedures associated with being granted such exemptions.

2.13 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for Students if requested to do so by the Facility.

2.14 The University is responsible for the academic appointment of faculty members at the University who participate in teaching of the Students at the University. The appointment is initiated through the respective departments responsible for instruction, evaluation, and teaching.

2.15 The University shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The University shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. The University will notify Facility immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

3. RESERVATION OF RIGHTS; PLACEMENT

The University reserves the right to withhold placement of Program Students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

4. PROGRAM REQUIREMENTS AT FACILITY

Recognizing that the specific nature of the clinical experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, the University's School of Allied Health Professions may develop in written form the Program requirements with their clinical counterparts in the Facility to formalize operational details of the clinical experience program for the Students.

5. UNIVERSITY INSURANCE AND INDEMNIFICATION

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. Professional Liability coverage with limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate of three million dollars (\$3,000,000.00) for University's employees, agents, faculty, and Students.
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- D. Abuse or molestation insurance providing coverage for all of University's employees, agents, faculty, and Students for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits

of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A-E shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

To the extent coverage is provided by a commercial insurance policy, all policies—excluding Workers' Compensation, Errors and Omissions, and Professional Liability—shall include endorsements naming San Bernardino County on behalf of Arrowhead Regional Medical Center (also hereinafter known as the “County”) and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising from the performance of services under this Agreement. The additional insured endorsements shall not limit the County’s coverage to vicarious liability but shall extend coverage to the full extent provided by the policy. This additional insured coverage shall be at least as broad as Additional Insured (Form B), ISO endorsement form CG 2010 11/85. University shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general liability insurance coverage provided shall not prohibit University and its employees or agents from waiving the right of subrogation prior to a loss or claim. University hereby waives all rights of subrogation against the County.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Facility.

University agrees to ensure that coverage provided to meet these requirements is

applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between University and Facility or between Facility and any other insured or additional insured under the policy.

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Facility’s Risk Management.

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Facility has the right but not the obligation or duty to cancel this Agreement or obtain insurance if it deems necessary and any premiums paid by Facility will be promptly reimbursed by University or Facility payments to the University will be reduced to pay for Facility purchased insurance.

Insurance requirements are subject to periodic review by Facility. The Facility’s Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Facility. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Facility, inflation, or any other item reasonably related to the Facility’s risk.

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

Any failure, actual or alleged, on the part of Facility to monitor or enforce compliance

with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Facility.

The University hereby agrees to defend (with counsel reasonably approved by Facility), indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its faculty, employees, Students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby. However, the Facility's failure to provide or delay in providing such notice will relieve the University of its obligations only if and to the extent that such delay or failure materially prejudices University's ability to defend such lawsuit or claim.

6. FACILITY INSURANCE AND INDEMNIFICATION

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. Hospital Professional Liability coverage with limits of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for

thirty (30) days advance written notice to University of any cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

7. NONDISCRIMINATION

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap, or other protected status. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, each party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

8. COMPENSATION

For services related to the administration, coordination, and cost incurred by Facility for the Program at Facility's site, University shall pay Facility \$350.00 per week per Student that participates in the clinical experience program at the Facility. Facility shall bill University on a quarterly basis in arrears. Payments shall be made by University to Facility within thirty (30) days of the date of invoice.

9. TERM AND TERMINATION

A. TERM. This Agreement will be effective for five (5) years from the date fully executed by the parties, unless earlier terminated pursuant to the terms of this Agreement.

B. TERMINATION. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. The notice required under this clause shall be sent by registered mail, postage prepaid. Unless prohibited by law, this Agreement may also be immediately terminated by Facility for cause in the event of any of the following circumstances:

1. Revocation of University's accreditation or licenses necessary for the performance of this Agreement; or
2. Breach by University of any material term, covenant, or condition of this Agreement which cannot be cured or is not cured to Facility's satisfaction within the time requested by Facility; or
3. University is convicted of any criminal offense related to health care or has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid; or
4. The University, its employees, agents, faculty, or Student engages in any conduct that, in the sole determination of the Facility, jeopardizes the Facility's licensure or accreditation status; or
5. University files for bankruptcy or becomes insolvent.

If the termination date occurs while a Student of the University has not completed his or her clinical learning experience at the Facility and is in good standing with the Facility, the Student

may, subject to the approval of Facility, be permitted to complete the scheduled clinical learning experience, and the University and the Facility shall cooperate to accomplish this goal.

The Arrowhead Regional Medical Center Chief Executive Officer is authorized to exercise Facility's right to terminate this Agreement.

10. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Student shall look to Facility for any salaries, insurance or other benefits.

11. CONFIDENTIALITY

The University will require Students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Facility. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of Students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Facility and the patient, utilizing the patient confidentiality policies and procedures of the Facility.

12. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

13. GENERAL

This Agreement is written for the benefit of the parties hereto, and to no other. The parties to this Agreement acknowledge that the Facility retains the professional and administrative responsibility for patient care and the services it provides. The parties understand that the Facility must comply with all State and Federal regulations applicable to the running of the Facility, therefore as a service provider, the Facility acknowledges that it is accredited by the Joint Commission compliant with Medicare and all other State and Federal regulations.

University hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, University represents and warrants that no proceedings or investigations are currently pending or to University's knowledge threatened by any federal or state agency seeking to exclude University from such programs or to sanction University for any violation of any rule or regulation of such programs.

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.

14. NOTICES

Notices required under this Agreement shall be personally delivered or sent by registered mail, postage prepaid, to the parties at the following addresses:

University:

Office of the Dean,
School of Medicine
Loma Linda University
11175 Campus St., CP-A1108
Loma Linda, CA 92354

Facility:

Arrowhead Regional Medical Center
400 N. Pepper Ave.
Colton, CA 92324
Attn: ARMC Chief Executive Officer

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

University agrees to inform all Students and faculty of the requirement to comply with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide Students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to patient confidentiality.

16. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed under the laws of the State of California without regard for principles of choice of law, and any action arising under this Agreement shall be venued exclusively in the San Bernardino County Superior Court, San Bernardino District.

17. SIGNATURES

The 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.

IN WITNESS WHEREOF, the authorized representative of the respective parties
have executed this Agreement.

University:

LOMA LINDA UNIVERSITY
11175 Campus Street, Suite A1108
Loma Linda, CA 92354

By _____
Richard H. Hart, MD, DrPH
President

Date: _____

Facility:

SAN BERNARDINO COUNTY ON
BEHALF OF ARROWHEAD
REGIONAL MEDICAL CENTER
400 N. Pepper Ave.
Colton, CA 92324

By _____
Dawn Rowe, Chair,
Board of Supervisors

By _____
Craig R. Jackson, JD, MSW

Date: _____

Date: _____