



Contract Number

19-460

SAP Number

### Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Roseman University of Health Sciences – College of Pharmacy
<b>Contractor Representative</b>	Kathy Lindsay, Compliance Officer
<b>Telephone Number</b>	(702) 968-2049
<b>Contract Term</b>	February 13, 2020 to February 12, 2025
<b>Original Contract Amount</b>	
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	

**Briefly describe the general nature of the contract:** Approve Non-Financial Affiliation Agreement with Roseman University of Health Sciences -College of Pharmacy for students to obtain clinical training at Arrowhead Regional Medical Center for the period of February 13, 2020 through February 12, 2025.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Michael Markel, County Counsel

Date

2/3/2020

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

1/31/2020

**AFFILIATION AGREEMENT  
BETWEEN**

**Roseman University of Health Sciences – College of Pharmacy  
and  
Arrowhead Regional Medical Center  
County of San Bernardino**

THIS AFFILIATION AGREEMENT (“Agreement”) is entered into by and between the Roseman University of Health Sciences - College of Pharmacy, located at 11 Sunset Way, Henderson, NV 89014, and 10920 S. Riverfront Parkway, South Jordan, UT 84095, hereinafter referred to as the “College,” and County of San Bernardino on behalf of Arrowhead Regional Medical Center, located at 400 N Pepper Avenue, Colton, CA 92324, hereinafter referred to as the “Practice Site.”

WHEREAS, the College offers a Doctor of Pharmacy program and corresponding curriculum to its students (hereinafter referred to as “Pharmacy Students”);

WHEREAS, pharmacy practice experience is a required and integral component of the Doctor of Pharmacy program curriculum and Pharmacy Students’ professional preparation;

WHEREAS, the College desires the cooperation of the Practice Site and its staff in the development and implementation of the pharmacy practice experience for its Pharmacy Students; and

WHEREAS, the Practice Site recognizes its professional responsibility to participate in the education and professional preparation of Pharmacy Students.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the College and the Practice Site enter into this Agreement on the terms and conditions set forth below.

**A. The College agrees to:**

1. Appoint a faculty member to administer the College’s responsibilities related to the pharmacy practice experiences.
2. Assume responsibility for assuring compliance with the educational standards established by the Accreditation Council for Pharmacy Education, as well as all applicable federal, state, and local laws and ordinances, including those governing the use and disclosure of individually identifiable health information.
3. Refer to the Practice Site only those Pharmacy Students who have satisfactorily completed the prerequisite portion of the Doctor of Pharmacy program curriculum.
4. Establish and maintain ongoing communication with the Practice Site on items pertinent to Doctor of Pharmacy curriculum. On-site visits to the Practice Site will be arranged when feasible and/or upon request by the Practice Site or College.
5. Inform Pharmacy Students of the Practice Site’s requirements for acceptance and direct Pharmacy Students to comply with the existing rules and regulations of the Practice Site.
6. Maintain professional liability coverage in full force and effect for Pharmacy Students during their pharmacy practice experience at Practice Site. If this insurance coverage is not maintained by the College, then the College agrees to indemnify and hold the Practice Site, its officers, employees, and authorized agents harmless against any and all liability and expenses that may be imposed by law against the Practice Site, its officers, employees, and

authorized agents as a result of the negligent or wrongful acts or omissions of Pharmacy Students while they are in their pharmacy practice experience at the Practice Site.

7. Prohibit the publication by the Pharmacy Students, faculty or staff members of any material relative to their pharmacy practice experience that has not been reviewed by the Practice Site and the appropriate faculty member at the College, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Pharmacy Student must clearly reflect that the College or Practice Site does not endorse the article, even where a review has been made prior to publication. This is accomplished by requiring the following disclaimer to appear with each such article written: "The opinion and conclusions presented herein are those of the author(s) and do not necessarily represent the views of Roseman University of Health Sciences or Practice Site".
8. Perform a background screening of each Pharmacy Student participating in the pharmacy practice experience at Practice Site (including, but not limited to criminal checks, drug screening, and resume review). Upon the request of the practice site, to the extent permitted by law, the College will share the results of such background screenings with the Practice Site.

**B. - The Practice Site agrees to:**

1. Designate a coordinator reasonably acceptable to the College, who will be responsible for the supervision of the Pharmacy Students and the planning and implementation of the pharmacy practice experience. Such coordinator will retain ultimate control and decision making authority with respect to patient care.
2. Provide the coordinator with sufficient time to supervise, plan (as appropriate), and implement the pharmacy practice experience including, when feasible, time to attend relevant meetings and conferences.
3. Require a Pharmacy Student to render only those services within the Pharmacy Student's educational preparation and qualifications, and related to the objectives of the pharmacy practice program with the type and amount of supervision in proportion to the Pharmacy Student's level of competency.
4. Make emergency health care available to the Pharmacy Student in case of accident or illness while at the Practice Site with the Practice Site not being responsible for any costs involved.
5. Advise the College of any changes in its personnel, operation, or policies which may affect the pharmacy practice experience.
6. Permit, upon reasonable request, the College and/or agencies charged with the responsibility for licensing and/or for accreditation of the College's Doctor of Pharmacy program to inspect the Practice Site's facilities, the services available for the pharmacy practice experience, Pharmacy Student records, and other such items pertaining to the pharmacy practice experience.
7. Provide the Pharmacy Student with a copy of the Practice Site's existing rules, regulations, policies, and procedures with which the Pharmacy Student is expected to comply.
8. Provide all reasonable accommodations necessary for the pharmacy practice experience.
9. Evaluate the performance of the Pharmacy Student on a regular basis using the evaluation form supplied by the College. It will then be the mutual responsibilities of the Pharmacy Student, College faculty member, and Practice Site coordinator to devise a plan by which the Pharmacy Student may be assisted to achieve the stated objectives.
10. Comply with all applicable federal, state, and local laws and ordinances.
11. Maintain professional liability coverage in full force and effect for the Practice Site, its officers, employees, and authorized agents, while Pharmacy Students are at the facility. If this insurance

coverage is not maintained by the Practice Site then the Practice Site agrees to indemnify and hold the College, its Pharmacy Students, officers, employees, and authorized agents harmless against any and all liability and expenses that may be imposed by law against the College, its Pharmacy Students, officers, employees, and authorized agents, as a result of the negligent or wrongful acts or omissions of the Practices Site its officers, employees, and authorized agents.

**C. Rights/Responsibilities of the Student**

The College will notify each Pharmacy Student that he or she is responsible to:

1. Prior to the commencement of the pharmacy practice experience, provide such information as may be required by the College or deemed necessary for the education and guidance of the Pharmacy Student, together with the Pharmacy Student's authorization for release of such information as permitted by law.
2. Abide by existing rules, regulations, policies, and procedures of the Practice Site.
3. Observe and respect all patient's rights, confidences, and dignity.
4. Notify the College and the Practice Site immediately whenever absence from the Practice Site becomes necessary.
5. Dress in appropriate attire for the pharmacy practice experience as established by the College, and secure transportation and living accommodations as necessary, to participate in the clinical experience.

**D. The College and the Practice Site mutually agree to:**

1. Pursue the educational objectives for the pharmacy practice experience, devise methods for their implementation, and continually evaluate the effectiveness of the pharmacy practice experience in meeting the objectives.
2. Make no distinction among Pharmacy Students covered by the Agreement on the basis of race, religion, sex, creed, age, handicap, or national origin. For the purpose of this Agreement, distinctions on the grounds of race, religion, sex, creed, age, handicap, or national origin include, but are not limited to the following: denying a student any service or benefit or availability of a facility; providing any service or benefit to a Pharmacy Student which is different or is provided in a different manner or at a different time from that provided to other Pharmacy Students under this Agreement; subjecting a Pharmacy Student to segregation or separate treatment in any matter related to receipt of any advantage or privilege employed by others receiving any service or benefits; treating a Pharmacy Student or potential Pharmacy Student differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement or condition which individuals must meet in order to be provided any service or benefit.
3. Acknowledge that the Pharmacy Students of the College are fulfilling specific requirements for pharmacy practice experience as part of a degree, and therefore, the Pharmacy Students of the College are not to be considered employees of either the College or the Practice Site, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee benefit programs, or any other purpose.
4. Withdraw from the pharmacy practice program any Pharmacy Student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Practice Site, or whose health status is a detriment to the Pharmacy Student's successful completion of the pharmacy practice experience. The Practice Site will have the right to

recommend the College make a withdrawal, with such a request to be in writing and to include a statement of the reason why the Practice Site recommends the Pharmacy Student to be withdrawn. The College may withdraw a Pharmacy Student from the pharmacy practice experience at any time, upon written notice to the Practice Site.

5. Determine the number of Pharmacy Students able to participate in the Practice Site's pharmacy program experience, and the period of time for each Pharmacy Student's pharmacy practice experience. The planned schedule of Pharmacy Student assignment will include the date of arrival and name of each Pharmacy Student participating in the pharmacy practice experience and must be made at least one month or as soon as possible, prior to the commencement of the Pharmacy Student's pharmacy practice experience. The planned schedule may be altered by mutual agreement with due consideration given to both parties.

#### **E. Terms of Agreement**

1. This Agreement shall commence and shall remain effective for a term of five (5) years upon execution by both parties unless terminated earlier by either party in accordance to paragraph E.3.
2. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
3. If either party wishes to terminate this Agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other party. However, any such termination by the Practice Site shall not be effective as to any Pharmacy Student who was participating in the pharmacy practice experience until such Pharmacy Student has completed the pharmacy practice experience except as otherwise stipulated in this agreement.

#### **F. HIPAA Regulation**

The College and Practice Site agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("**HIPAA**") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("**Federal Privacy Regulations**"), the federal security standards contained in 45 C.F.R. Part 142 ("**Federal Security Regulations**") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "**HIPAA Requirements**." The parties agree not to use or further disclose Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d, other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. The parties hereby acknowledge that the services being provided pursuant to this Agreement are not intended to create a "Business Associate" relationship as that term is defined in 45 CFR § 160.103.

#### **G. OSHA Compliance**

College shall be responsible for instructing Pharmacy Students participating in the pharmacy practice experience to comply 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. College shall provide all Pharmacy Students with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the Pharmacy Student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

**H. Confidentiality.**

Each party hereto recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, such party may have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of such other party ("**Confidential Information**"). Each party agrees that it will not, and it shall instruct its respective employees and agents to not, at any time (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without the express prior written consent of the other party, except in connection with the performance of duties hereunder, any Confidential Information, including, without limitation, information which concerns patients, students, costs, or treatment methods and which is not otherwise available to the public. Furthermore, College recognizes and acknowledges that students may have access to Practice Site's Confidential Information and College will instruct students not to disclose Confidential Information to any third party.

As used throughout this Agreement, the term "Confidential Information" shall not include any information which is or becomes part of the public domain other than due to a breach of this Agreement by the party obligated hereunder to maintain its confidentiality.

**I. Independent Contractor Relationship.**

Each party hereto is an independent entity and nothing in this Agreement shall be construed to establish an employer/employee or principal/agent relationship or any fiduciary or other relationship other than independent parties contracting with each other for the purpose of carrying out the duties and obligations of this Agreement.

**J. Entire Agreement.**

This Agreement, any exhibits, attachments, and any documents incorporated by reference constitute the entire agreement of the parties regarding the subject matter hereof. It supersedes any prior agreements, negotiations or representations, either oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a writing executed by both parties.

**K. Severability and Waiver.** The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

**L. Dispute Resolution.**

The parties shall make a good faith effort to resolve any disputes arising during the term of this Agreement.

1. If the parties are unable to resolve the dispute through informal discussions, either party may submit a written complaint to the other party describing the dispute and proposing a manner of resolving such dispute. The party receiving such complaint shall respond by accepting, rejecting, or modifying such proposed resolution, in writing, within thirty (30) days of the date of receipt of such complaint.
2. If the parties are still unable to resolve the dispute and only after both parties have determined through proper documentation that they have complied with Section M(1) above, then both parties shall agree to Executive Dispute Resolution. Executive Dispute Resolution requires each party to meet in person for a reasonable amount of time at a mutually agreeable location. This meeting shall be attended by at least one senior member of each party with the authority to settle disputes arising from this Agreement.
3. Only after the parties have tried in good faith to resolve disputes through informal means, both parties have tried to resolve disputes through formal written means, and they have met to resolve disputes through the Executive Dispute Resolution process, may either party submit the dispute to non-binding arbitration in accordance with the rules and regulations of the American Arbitration Association, unless the parties mutually agree to some other arbitration procedure. The parties shall share equally in the cost of arbitrating such disputes.

**M. Force Majeure.**

Neither party hereto shall be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of third parties (e.g., wholesalers), wars and war-operations, restraints of government, power or communication line failure or other circumstances beyond the party's control, or by reason of the judgment, ruling, order of any court or agency of competent jurisdiction, or materially altering the law or regulations covering the subject matter of this Agreement or any other change in such law or regulations subsequent to the execution of this Agreement. However, if the force majeure event continues for thirty (30) consecutive days the party not directly affected by it may terminate this Agreement immediately upon written notice to the other party without penalty to it.

**N. Exclusivity.**

This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.

**FOR THE COLLEGE:**

Sign:



Name: Dr. Larry Fannin  
Title: Dean, College of Pharmacy  
Roseman University of Health Sciences

Date: 1/27/2020

Sign:



Name: Dr. Eucharia Nnadi  
Title: Chancellor, Henderson, Nevada Campus  
Roseman University of Health Sciences

Date: 1/27/2020

**FOR THE PRACTICE SITE:**

Sign:

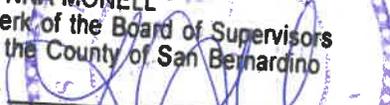
  
Name: Curt Hagman

Title: Chairman, Board of Supervisors

**FEB 11 2020**

Date: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By   
Deputy

