



**Contract Number**

**SAP Number**

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert
<b>Telephone Number</b>	(909) 580-6150
<b>Consultant</b>	Planned Parenthood/Orange & San Bernardino Counties, Inc.
<b>Consultant Representative</b>	Nicole Colvin
<b>Telephone Number</b>	(657) 390-6197
<b>Contract Term</b>	Five years from date of execution
<b>Original Contract Amount</b>	
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	9182424200

### **AGREEMENT FOR RESIDENCY ROTATIONS**

This agreement for residency rotations ("Agreement") is entered into by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("Medical Center"), located at 400 N. Pepper Avenue, Colton, CA 92324, and Planned Parenthood/Orange and San Bernardino Counties, Inc., with locations throughout Orange and San Bernardino Counties ("Affiliate").

#### **WITNESSETH:**

WHEREAS, County, by and through the Medical Center, operates a residency program ("Program") which includes clinical training for physician residents ("Residents") in obstetrics and gynecology; and

WHEREAS, the Program complies with all applicable laws and regulations and the requirements of the Accreditation Council for Graduate Medical Education ("ACGME"); and

WHEREAS, Affiliate operates one or more clinical facilities which are suitable for the provision of clinical experience and training to Residents in the Medical Center's Program; and

WHEREAS, all parties will benefit if Residents of Medical Center receive clinical experience at the clinical facility(ies) of Affiliate ("Clinical Facilities") during their participation in the Program; 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. Medical Center will send Residents to Clinical Facilities in accordance with the provisions of this Agreement.
- B. Medical Center's Program Director along with a Site Director designated by Affiliate and approved by Medical Center shall be responsible for development and implementation of the Program as it relates to the clinical experiences of Medical Center's Residents at the Clinical Facilities.
- C. The attending physicians responsible for the instruction and supervision of Residents (each an "Instructor," or collectively the "Instructors") at the Clinical Facilities shall be designated by Affiliate.
- D. The education goals and objectives of the Program shall be established in a manner consistent with the standards and requirements set forth by the ACGME. Such goals and objectives shall reflect Medical Center and Affiliate's commitment to providing quality education and training programs to Residents, as well as quality health services to patients.

II. Obligations of County and Medical Center:

County agrees to obligate Medical Center to:

- A. Develop the curriculum for the Program in consultation with Affiliate's Site Director and Affiliate's medical director ("Medical Director") as it relates to the clinical experiences for the Residents at the Clinical Facilities.
- B. Designate the Residents who must be enrolled and in good standing in said curriculum to be assigned for clinical experience at the Clinical Facilities in such numbers as are acceptable to Affiliate. To the extent permitted by applicable law, Medical Center shall provide, prior to the time a Resident first reports to Clinical Facilities, the Resident's name, biographical material, health status, certification and such other information reasonably requested by Affiliate. Medical Center shall ensure that before starting their rotation with Affiliate, Residents are in good standing with ARMC and have successfully completed the following Affiliate requirements: criminal background check, verification of educational degree completion, negative TB test within last 12 months, HHS OIG verification, and required paperwork including Affiliate's HIPAA policy/statement, and Mandatory Abuse Reporting Policy. Affiliate shall have the right at its sole discretion to refuse to accept individual Residents at any time during this Agreement, except where the basis of such decision is prohibited by law.
- C. Maintain all attendance and academic records of Residents participating in the Program.
- D. Inform each Resident who reports to Clinical Facilities of the requirement that they comply with Affiliate's policies, procedures, and regulations; Affiliate's applicable Medical Staff bylaws ("Medical Staff Bylaws,"); Affiliate's Medical Standards and Guidelines, Affiliate's rules and regulations ("Rules and Regulations"); applicable Planned Parenthood Federation of America standards and rules; and any additional requirements and restrictions agreed upon by representatives of Medical Center and Affiliate.
- E. Inform each Resident who reports to Clinical Facilities of their obligation to participate in Affiliate's Performance Improvement/Quality Assessment activities associated with Affiliate's provision of patient care during the Program at Affiliate.
- F. Certify to Affiliate at the time each Resident, Medical Center Program Director, and Instructor first report to the Clinical Facilities that the Resident, the Program Directors, and Instructor comply with

the Affiliate's requirements for immunizations, tests, physical examinations and drug screenings as determined appropriate by the Affiliate, prior to first report.

- G. Require Medical Center Program Director and Instructors to reach mutual agreement with the Affiliate's designated representative at the Clinical Facilities prior to commencement of each Program session on the following matters:
  - 1. Number of Residents.
  - 2. Resident schedules.
  - 3. Placement of Residents in clinical assignments.
  - 4. Attendance at any conference, course or program which might be conducted or sponsored by Affiliate.
- H. Require Medical Center Program Director and Instructors to attend any orientation program presented for them by Affiliate relevant to the clinical experiences to be provided to Residents at the Clinical Facilities as part of the Program.
- I. Provide Program Residents with orientation information about the Clinical Facilities in accordance with any orientation presented by Affiliate to the Instructors.
- J. Prior to assigning Residents to Clinical Facilities, reasonably determine that Residents meet all appropriate and necessary requirements for licensure with the Medical Board of California and certify same to the Affiliate. In the event a Resident is involved in a claim(s) also involving Affiliate, Medical Center agrees to inform the Resident of his/her obligation to cooperate with Affiliate or its agents or representatives in defense of said claim(s) and to keep Affiliate advised of his/her current address, telephone number and contact information as provided by Affiliate.
- K. Certify to the Affiliate that each Resident, Medical Center Program Director, and Instructor reporting to the Clinical Facilities has received the training required by the applicable blood borne pathogens standards.
- L. Be solely responsible for any compensation, including fringe benefits, which Residents may be due under the Program.
- M. Maintain complete documentation of certifications and information about Residents as required pursuant to this Agreement for so long as each Resident is in training at the Affiliate and for at least one (1) year thereafter. To the extent permitted by law, Medical Center shall make all such records available for inspection by Affiliate upon reasonable notice.
- N. Notify all Program Residents that they are required to:
  - 1. Perform in accordance with the policies and procedures of Affiliate and the specific Clinical Facilities to which they may be assigned;
  - 2. Arrange and pay for their transportation, support, maintenance, and living accommodations;
  - 3. Report to Clinical Facilities on time;
  - 4. Assume responsibility for personal illness, necessary immunizations and tuberculin tests;
  - 5. Reimburse Affiliate for any emergency health care or first aid provided by Affiliate;

6. Maintain the confidentiality of any and all patient records and information which may be reviewed under the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of Medical Center under this Agreement;
  7. Maintain the confidentiality of Affiliate's confidential and proprietary information in accordance with Section XIII and abide by the non-disparagement provision therein; and
  8. Be free from any diseases that are known to be infectious or communicable by means of the types of contact that the Resident will have with other individuals in the Clinical Facilities including, without limitation, its patients.
- O. Compliance with Applicable Health Care Laws. Affiliate and Medical Center shall at all times during the Term comply with and observe all applicable local, state and federal laws, rules and regulations that in any way apply to its business. The Parties enter into this Agreement with the intent of conducting their relationship and implementing the terms of this Agreement in full compliance with applicable federal, state and local law, including without limitation, Section 1128B of the Social Security Act (the "Anti-Kickback Statute") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither Party will intentionally conduct itself under the terms of this Agreement in a manner that would constitute a violation of the Anti-Kickback Statute or the Stark Law or any similar state or federal law, rule or regulation.

### III. Obligations of Affiliate:

Affiliate agrees to:

- A. Designate a site director acceptable to Medical Center, who will be responsible for the supervision of the Residents and the planning and implementation of the clinical experience at the Clinical Facilities in coordination with the Medical Center Program Director, as necessary.
- B. Make available the physical facilities and equipment necessary to conduct the clinical experience and, whenever possible as determined by Affiliate, reference materials, reasonable study and storage space, and any other specialized learning experiences at the Clinical Facilities.
- C. Allow a Resident to render only those services that are related to the objectives of the Program and maintain administrative and professional supervision of the Residents insofar as their presence affects the operation of Affiliate and the care of its patients.
- D. Advise Medical Center of any changes in its personnel, operation, or policies, which may materially affect the Resident's clinical experience at the Clinical Facilities as part of the Program.
- E. Permit, upon reasonable request and with adequate notice and subject to Affiliate safety, security, and confidentiality protocols, the inspection of the Clinical Facilities and the services available for the clinical experience (and other such items pertaining to Affiliate's participation in the Program) by Medical Center and/or agencies charged with the responsibility for accreditation of the residency education programs.
- F. Permit designated personnel at the Clinical Facilities to participate in the Program to enhance the Residents' education, so long as such participation does not interfere with the personnel's regular service commitments.
- G. Evaluate the performance of each Resident on a regular basis using the evaluation tool supplied by Medical Center, if requested by the Medical Center. The completed final evaluation will be forwarded to Medical Center within one (1) week following the conclusion of each Resident's clinical experience at the Clinical Facilities.

- H. Advise Medical Center of any serious deficiency noted in the ability of a Resident to progress toward achievement of the stated objectives of the clinical experience. It will then be the mutual responsibilities of the Resident and Medical Center's educational coordinators of the Program to take the appropriate action in accordance with Medical Center's Program policy.
- I. Retain ultimate professional and administrative responsibility for patient care.
- J. Not decrease the customary number of staff as a result of the assignments of Program Residents to the Clinical Facilities.
- K. Provide Program Residents with any necessary emergency health care or first aid for accidents occurring in the Clinical Facilities, with payment of Affiliate's charges being the responsibility of Residents.
- L. Have the right, notwithstanding anything in this Agreement to the contrary, to suspend the right of any Resident participating under this Agreement from access to the Clinical Facilities if, in the sole judgment and discretion of Affiliate, the conduct or attitude of the Resident threatens the health, safety or welfare of any patients, invitees, or employees at the Affiliate or the confidentiality of any information relating to such persons, either as individuals or collectively. This action may be taken by Affiliate on a temporary basis prior to consultation with Medical Center Program Director. Affiliate and Medical Center Program Director shall consult regarding the suspension, including meeting with the Resident and attempting to resolve the suspension, but the final decision regarding the Resident's continued access to the Clinical Facilities is vested solely in Affiliate.

IV. Insurance:

- A. Affiliate shall maintain insurance as set forth in Attachment A.
- B. County represents it is a self-insured public entity for purposes of general liability, professional liability, and workers' compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability, and workers' compensation to provide coverage for liabilities of the County and Medical Center arising out of County's performance of this Agreement. This includes professional liability coverage with limits of, at a minimum, one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, covering Residents participating in the program.
- C. County shall present Affiliate with satisfactory evidence of compliance with the insurance requirements specified in this Section IV upon reasonable request after the full execution of this Agreement.
- D. County shall extend its usual workers' compensation insurance to cover all Residents, Instructors and County employees who are participating in the Program at the Clinical Facilities. County shall not be responsible to provide Worker's Compensation coverage to independent contractors providing services on behalf of County under this Agreement.
- E. Affiliate may satisfy the requirements of this Section IV through an equivalent program of self-insurance acceptable to County's Risk Management Department. Affiliate shall submit to the County a letter of self-insurance as to coverage required within two (2) business days after request from the County.

V. Indemnification:

- A. Each party shall indemnify, defend, and hold harmless the other party and its respective officers, directors, employees, agents, and subcontractors (collectively, "Indemnities") from any and all third-party claims, demands, actions, causes of actions, losses, judgments, damages, costs and expenses (including, but not limited to, reasonable attorney's fees, court costs, and costs of settlement)(collectively, "Losses") that any of the Indemnities may suffer as a result of (i) the

negligence or willful misconduct of the indemnifying party, or (ii) any breach by the indemnifying party of any of its representations, warranties, covenants or obligations under this Agreement.

- B. Neither expiration or termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted, so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination, expiration, or completion.
- C. In the event that County and/or Affiliate is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under the Agreement, the County and/or Affiliate shall indemnify the other to the extent of its comparative fault.

VI. Affirmative Action and Nondiscrimination:

- A. Each party recognizes that the other party may be subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action. The parties, therefore, agree that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which may include the following:
  - 1. The nondiscrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations ("CFR").
  - 2. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation ("FAR") at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.
  - 3. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contracts.
- B. County and Affiliate shall use their best efforts to comply with and be bound by each of the applicable clauses referred to in this Section VI and recognize that in the event of failure to use best efforts to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part. Neither County nor Affiliate will discriminate against any person because of race, color, religion, sex, marital status, national origin, age, or any other legally protected status as required by law.

VII. OSHA Regulation:

County and Affiliate 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 applicable elements under this Agreement.

VIII. Status of Medical Center, its Personnel and Affiliate:

The parties expressly understand and agree that:

- A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between County/Medical Center and Affiliate and their employees, Residents, partners, or agents, but rather is an agreement by and among independent contractors, which are County/Medical Center and Affiliate.
- B. Medical Center's Instructors, Program Directors and Residents are present at the Clinical Facilities only for educational purposes, and such Instructors, Program Directors and Residents are not to be considered employees or agents of Affiliate for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, workers' compensation insurance, or any other fringe benefits of employment. This Section VIII (B) shall not be construed to relieve either party of its indemnification obligations set forth in Section V.

IX. Former County Officials:

Affiliate agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Affiliate. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Affiliate. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

If during the course of the administration of this Agreement, County determines that Affiliate has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, County is entitled to pursue any available legal remedies.

X. Debarment and Suspension:

Each party 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, 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.

XI. Excluded Providers:

Affiliate shall comply with the United States Department of Health and Human Services (HHS), Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs. State and Federal law prohibits any payment to be made by Medicare, Medicaid (Medi-Cal) or any other federal health care program for any item or service that has been furnished by an individual or entity that has been excluded or has been furnished at the medical direction or prescription of a physician, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

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

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

Affiliate shall immediately notify Medical Center's Chief Compliance Officer should an employee, physician, partner or owner become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this contract.

**XII. Publicity:**

Neither County nor Affiliate shall cause to be published or disseminated any advertising or other public materials, either printed or electronically transmitted, which use the name, trademark, trade name, logo, or otherwise identify the other party (including, for the purposes of this paragraph Planned Parenthood Federation of America, Inc.) or its facilities with respect to the Program without the prior written consent of the other party, except where necessary for the operation of the Program or where required by law.

**XIII. Confidentiality and Non-Disparagement:**

County/Medical Center understands that it and its Residents may receive or have access to, in the course of performance under this Agreement, confidential information of Affiliate and such confidential information includes proprietary data, client lists, client data, schematics, designs, engineered processes, agency processes and procedures, quality assurance data and other agency data ("Confidential Information"), and such confidential information is proprietary to PPOSBC. "Confidential Information" shall in no event include any information (i) publicly available through no breach of this paragraph by County/Medical Center or Residents, (ii) obtained by County/Medical Center or Residents from another source without any obligation of confidentiality to Affiliate, (iii) independently developed by County/Medical Center or Residents without use or reference to the Confidential Information, or (iv) to the extent required to be disclosed by law, court order, or a government authority. County/Medical Center and Residents shall not at any time (i) use for the benefit of any person or entity other than Affiliate any Confidential Information or (ii) disclose to any person outside Affiliate or Affiliate's representatives any Confidential Information. No party to this Agreement shall at any time publish or communicate to any person any remarks, comments or statements concerning the other party or its affiliates and their respective former or current employees, officers or directors that might impugn the character or business acumen or abilities of the individual or entity being disparaged. Nothing herein shall prohibit either party telling the truth when required by law.

**XIV. Term and Termination:**

- A. This Agreement shall be effective upon the date last executed by the parties and shall remain in effect for five years. However, 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 the Medical Center is authorized to initiate termination on behalf of the County. However, any such termination by Affiliate shall not be effective, at the election of County and concurrence of Affiliate, as to any Resident who at the mailing of said notice was participating in the Program at the Clinical Facilities until such Resident has completed the Program at the Clinical Facilities for the then current rotation unless such Resident is suspended by Affiliate pursuant to Section III.L. This Agreement may also be terminated immediately by either party upon notice to the other party if the terminating party determines, in its reasonable discretion, that external forces such as legislative or regulatory requirements are mandated necessitating its termination.
- B. Any written notice given under this Section XIII shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

**COUNTY:**

ARROWHEAD REGIONAL MEDICAL CENTER  
400 N. Pepper Avenue



Colton, CA 92324  
Attn: Hospital Director

**AFFILIATE:**

Planned Parenthood/Orange and San  
Bernardino Counties, Inc.

Attn: Jon Dunn

801 E. Katella Ave.

Anaheim, CA 92805

Notice shall be deemed given two business days from the date of mailing.

XV. Program Letter of Agreement:

The Program Letter of Agreement ("PLA")(Attachment B) between the Medical Center and Affiliate, and all terms and conditions therein are hereby incorporated into this Agreement and made a part hereof. In the event of any conflict between the PLA and this Agreement, this Agreement shall control.

XVI. Medical Records:

To the extent permitted by law, medical records may be completed by Residents, but the parties understand and agree that the medical record shall, at all times, remain the property of the Affiliate.

XVII. 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.

XVIII. Compliance with Immigration Laws:

The parties hereby certify that they shall use best efforts to comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. County further certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker, Medical Center Program Director, Instructor and Resident performing services under this Agreement, hired after November 5, 1986.

XIX. Assignment:

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

XX. 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 County or Affiliate. 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.

XXI. 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.

XXII. Waiver:

The failure of a party to insist upon strict adherence to or performance of any provisions of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to enforce performance or adherence to that provision or any other provision of this Agreement

XXIII. 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.

XXIV. Governing Law and Dispute Resolution:

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. It is agreed that any controversy or claim arising out of, or relating to, this Agreement, or the performance or interpretation thereof, shall, upon the written consent of both parties, be settled by confidential and binding arbitration in the County where the services are to be provided in accordance with the Rules of the American Arbitration Association ("AAA") then existing, and judgment on the arbitration award may be entered in any court having jurisdiction, with each side to bear their own attorneys' fees, costs, and other expenses. The arbitration shall be conducted by a single arbitrator selected pursuant to the Rules of the AAA. The authority of the arbitrator shall be limited to the interpretation and application of the provisions of this Agreement and the arbitrator shall not have authority to add or subtract from this Agreement. Any settlement resulting from the arbitration shall be confidential, except where disclosure is required by law. In all other matters, the exclusive venue for any controversy, claim or disputes arising out of or relating to this Agreement shall be in the Los Angeles County Superior Court.

XXV. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XXVI. 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.

XXVII. Severability:

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

XXVIII. Authorization:

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

XXIX. Accreditation/License:

- A. Any action or failure to act on the part of one party that result in the threatened or potential for loss of accreditation, or licensure, or non-profit tax-exempt status of the other party ("Affected Party") will be considered a material breach of this Agreement. In the event of breach of this Agreement pursuant to this Section, the Affected Party may terminate this Agreement immediately upon written notice to the other party.
- B. Each party shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. Each party shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Each party will notify the other party immediately of the loss or suspension of any such licenses, permits and/or certifications.

XXX. 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 Affiliate and to the operation of the Program shall be fully complied with by all parties hereto.

XXXI. Catastrophe:

In the event that any Clinical Facilities to which Residents have been assigned shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the Clinical Facilities untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Affiliate determines that the premises or the Clinical Facilities shall again be tenable. In the event that Affiliate determines that the Clinical Facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either party upon ten (10) days' written notice to the other; or, in the alternative, the Agreement shall be suspended until such time as Affiliate shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein. Nothing in this Agreement shall obligate Affiliate to erect or otherwise acquire such facilities.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the County, on behalf of Medical Center, and Affiliate have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

PLANNED PARENTHOOD/ORANGE AND SAN  
BERNARDINO COUNTIES, INC.

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

By ►

\_\_\_\_\_  
*(Authorized signature – sign in blue ink)*

Jon Dunn

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title President/CEO

\_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_  
801 E. Katella Ave.

Address \_\_\_\_\_  
Anaheim, CA 92805

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Charles Phan, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENT A

### I. Insurance Coverage

The Affiliate agrees to provide insurance set forth in accordance with the requirements herein. If the Affiliate uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Affiliate agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Agreement services.

Without in any way affecting the indemnity provided in the Agreement for Residency Rotations and in addition thereto, Affiliate shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

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

If Affiliate has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

If Affiliate is a non-profit corporation organized under California or Federal law, volunteers are required to be covered by Workers' Compensation insurance.

- B. Commercial/General Liability Insurance – Affiliate shall carry General Liability Insurance covering all operations performed by or on behalf of the Affiliate providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

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

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

- D. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$2,000,000 in the aggregate; or

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence and \$2,000,000 aggregate limits.

- E. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

II. Additional Insured

All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

III. Waiver of Subrogation Rights

The Affiliate shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Affiliate and Affiliate’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Affiliate hereby waives all rights of subrogation against the County.

IV. Policies Primary and Non-Contributory

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

V. Severability of Interests

The Affiliate agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Affiliate and the County or between the County and any other insured or additional insured under the policy.

VI. Proof of Coverage

The Affiliate shall furnish Certificates of Insurance to the County evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Affiliate shall maintain such insurance from the time Affiliate commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the Affiliate shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

VII. Acceptability of Insurance Carrier

Unless otherwise approved by County 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”.

VIII. Deductibles of Self-Insured Retention

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

IX. Failure to Procure Coverage

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, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Affiliate or any County payments to the Affiliate will be reduced to pay for County purchased insurance.

X. Insurance Review

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

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

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

