



Contract Number

**23-188**

SAP Number

## ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	City of Hope National Medical Center
Contractor Representative	
Telephone Number	626-218-3889
Contract Term	Five Years from date of execution
Original Contract Amount	Non-Financial
Amendment Amount	N/A
Total Contract Amount	Non-Financial
Cost Center	N/A

### AFFILIATION AGREEMENT FOR RESIDENCY ROTATIONS

This affiliation agreement for residency rotations ("Agreement") is entered into by and between the San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("Medical Center", or "ARMC") and City of Hope National Medical Center ("Receiving Hospital").

#### WITNESSETH:

WHEREAS, the parties each provide approved Graduate Medical Education ("GME") program for medical school graduates ("Residents") which require clinical experiences for Resident(s) in accordance with the Accreditation Council for Graduate Medical Education ("ACGME"), or an accrediting agency reasonably equivalent to the Joint Commission ("TJC");

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

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

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

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

WHEREAS, ARMC and Receiving Hospital are parties to a Master Affiliation Agreement for Fellows and/or Residents fully executed on December 5, 2017 (the "Original Agreement"), and the parties wish to terminate such Original Agreement and replace it with this Agreement; and

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

I. General Information

A. General Relationship

Based upon the terms and conditions set forth in this Agreement, Receiving Hospital shall make its facilities available to Residents from ARMC for the purpose of receiving clinical teaching and supervision in the specific specialties agreed upon by the parties and for which the parties have entered into a Program Letter of Agreement ("PLA")(Exhibit C). The number of ARMC Residents, the duration of rotation, and schedule for the rotations at Receiving Hospital in the General Surgery specialty shall be determined based on the pertinent PLAs (Exhibit C) and mutual agreement by the respective program directors for the relevant residency programs at ARMC and Receiving Hospital. All actions taken as a result of this Agreement shall be in accordance with the Receiving Hospital and ARMC rules and regulations that are in effect during the term of the Agreement.

B. Standards of Operations

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

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

C. ACGME Affiliation Approval

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

D. Licenses

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

immediately in writing of its inability to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement as determined solely by the party receiving such notice; the prior 30 day advanced written notice of termination set forth in Section XII of this Agreement shall not be required.

## II. Training Issues and Duties

### A. Residency Specialties

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

### B. Rotation Directors and Supervising Physicians

Receiving Hospital will designate qualified members of its medical staff to provide coordination and oversight of ARMC Residents' educational activities and assignments while training at Receiving Hospital. Such persons shall be the Program Director or his or her designee of the pertinent medical specialty at Receiving Hospital. ARMC will designate a member of ARMC's faculty to provide coordination, oversight and direction of ARMC Residents' educational activities and assignments while at Receiving Hospital. Such person shall be ARMC's liaison with Receiving Hospital. He/she should be certified by the applicable specialty board in the discipline of ARMC's specific Program or should possess suitable equivalent qualifications as an instructor, clinician, and administrator, as determined by ARMC.

### C. Patients

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

### D. Confidentiality

The parties both agree to maintain confidentiality of patient records and information in accordance with all applicable state and federal laws, regulations, guidelines and directives relating to confidentiality of patient records and protected health information. ARMC will assure that ARMC's Residents are informed of their obligation to maintain the confidentiality of all Receiving Hospital records and information to which they have access, including but not limited to, policies and forms developed by Receiving Hospital, patient medical records, Medical Staff records and other confidential Receiving Hospital information ("Receiving Hospital Confidential Information"), except where disclosure may be required by law. ARMC and its ARMC Residents agree to exercise the utmost diligence to protect and safeguard Receiving Hospital Confidential Information and agree not to disclose it to any other person or entity or use Receiving Hospital Confidential Information in any manner or for any purpose other than as related to performance under this Agreement or where disclosure is required by law.

### E. Non-Discrimination

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

### F. Resident Decorum

Receiving Hospital shall notify the ARMC Program Director of the pertinent residency program if any ARMC Resident's conduct is found unacceptable to Receiving Hospital. ARMC shall take appropriate action to correct the unacceptable conduct of the Resident(s) in accordance with the policies and procedures or rules and regulations of ARMC's residency program. ARMC shall advise Resident(s) of their responsibility to abide by Receiving Hospital's policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free Workplace Act. Receiving Hospital agrees to orient such

Resident(s) to its policies and procedures for which they will be held accountable. Receiving Hospital agrees to provide ARMC's Resident(s) with its own Resident Information Handbook or equivalent, which includes general policies regarding graduate medical education training.

G. Corrective Action/Grievance

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

H. Health Verification

ARMC shall inform all Resident(s) assigned by it to Receiving Hospital of all applicable health verification requirements of the Receiving Hospital. ARMC agrees to assure that its Resident(s) have been trained in infection control procedures, maintain current Basic Life Support and Advanced Cardiac Life Support certificates, and are current with all required immunizations as required by Receiving Hospital policies at the time the Resident conducts his/her training at Receiving Hospital. Each Resident assigned to Receiving Hospital shall be required to provide to Receiving Hospital satisfactory evidence that each Resident is free from contagious disease and does not otherwise present a health hazard to Receiving Hospital patients, employees, volunteers or guests.

I. Medical Licensure

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

J. Resident Duties

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

K. Medical Records

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

Any and all of Receiving Hospital's medical records and charts created at Receiving Hospital's facilities as a result of performance under this Agreement shall be, and remain, the property of Receiving Hospital. ARMC and its Residents will at all times safeguard the integrity, security and confidentiality of individually identifiable health information to which they have access by virtue of this Agreement including patient medical records, Medical Staff records and information, and other confidential Receiving Hospital information ("Health Information"), in accordance with Receiving Hospital policies and State and Federal legal requirements, such as California's Confidentiality of Medical Information Act (COMIA) and the Health Insurance Portability and Accountability Act (HIPAA). ARMC will familiarize itself with, and require those Residents assigned to Receiving Hospital to familiarize themselves with, the privacy and security policies of Receiving Hospital applicable to Health Information; ARMC will require Residents to comply with those policies without exception.

ARMC will promptly inform Receiving Hospital whenever it becomes aware that its Residents have failed to safeguard the integrity, security or confidentiality of Receiving Hospital's Health Information. ARMC will cooperate with Receiving Hospital to investigate and, to the maximum extent practicable, mitigate any such breach.

L. Responsibilities of ARMC

In addition to those other responsibilities of ARMC as set forth in this Agreement, ARMC shall be responsible for the following: (a) ensuring that the Program Director for the relevant specialty at ARMC are reasonably available for consultation with Receiving Hospital, ARMC Resident(s), and supervising faculty for all purposes associated with the relevant medical specialty residency program; (b) retaining responsibility for the overall planning, administration and coordination of the residency programs at ARMC as further described in the PLA; (c) inform and require all of its Residents who rotate through Receiving Hospital of the requirement to abide by the applicable policies, rules and regulations and bylaws of Receiving Hospital. Receiving Hospital may, at its reasonable discretion, remove from rotation and from Receiving Hospital's premises any ARMC Resident who materially fails to follow such policies, rules and regulations; (d) requiring each ARMC Resident to carry an identification card issued by Receiving Hospital and to conspicuously display his/her name badge when engaging in rotation activities at Receiving Hospital; (e) assisting in the planning and implementation of the clinical education program relating to ARMC Residents' training at Receiving Hospital; (f) operating its residency program in accordance with federal, state and local laws, rules and regulations; (g) requiring each Resident to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B; (h) At least sixty (60) days prior to Resident's anticipated start date at Receiving Hospital, provide to the appropriate Receiving Hospital Division/Department the name of each Resident, and his/her classification, level of responsibility, objectives for learning, his/her proposed assignment, and documentation of good health status for transmittal to Receiving Hospital's Graduate Medical Education Office to permit Receiving Hospital to verify that the Resident (i) is in good standing with ARMC; (ii) is free from contagious disease and does not otherwise present a health hazard to Receiving Hospital's patients, employees, volunteers or guests; (iii) if a resident or fellow, is licensed to practice medicine in California (with the exception of PGY-1 and PGY-2 and commissioned military medical officers); and to allow for convenient planning of duty schedules; (i) Submit all required and any additional requested information to the Receiving Hospital's Graduate Medical Education Office at least sixty (60) days in advance of each Resident's start date to allow Receiving Hospital to complete the verification process; (j) Cooperate with Receiving Hospital in coordinating and reviewing work schedules of Residents while at Receiving Hospital. At any time, a patient of Receiving Hospital may exercise his/her right to refuse care by a Resident; (k) Supervise, through the ARMC's liaison, Residents in such a way that they assume progressively increasing responsibility according to their level of education, ability, and experience. The level of responsibility accorded to each Resident will be determined by the ARMC liaison. While on rotation at Receiving Hospital, Resident's activities will also be supervised by physicians who are Receiving Hospital Medical Staff Members. ARMC's liaison will be available to Receiving Hospital to coordinate Residents' duty schedules and activities while at Receiving Hospital; (l) Require assigned Residents to participate, to the extent scheduled or otherwise requested by Receiving Hospital and approved by ARMC, in activities and assignments that are of educational value and that are appropriate to the course and scope of ARMC's Program, consistent with the requirements of ACGME; (m) Require assigned Residents to participate, consistent with the terms of this Agreement, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury; (n) Require assigned Residents to cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by Receiving Hospital; and (o) Submit to Receiving Hospital's Graduate Medical Education Office, at least annually, confidential written evaluations of supervising clinicians and of the educational experiences of Residents at Receiving Hospital.

M. Responsibilities of Receiving Hospital

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

1. Assist in the planning and implementation of the clinical education program and to supervise and instruct the assigned ARMC Resident(s) during their clinical rotations at Receiving Hospital;
2. Designate a qualified member of Receiving Hospital's medical staff as the Site Director who will be responsible for the educational and experiential supervision of the Resident(s) in the implementation of the clinical experience;
3. Permit assigned ARMC Resident(s) to use its patient care and patient service facilities for clinical education according to the mutually approved curricula;
4. Retain responsibility for nursing care and related duties when Resident(s) are providing care to any patient at Receiving Hospital;
5. Permit ARMC Residents the use of such supplies and equipment as are commonly available to physicians for patient care at Receiving Hospital;
6. Permit use of the following facilities and services by ARMC Resident(s), to the extent consistent with Receiving Hospital's policies, procedures and practices:
  - a. Parking areas;
  - b. Locker storage and dressing facilities, and sleep rooms for overnight call duty, as available;
  - c. Access to sources of information for clinical education purposes:
    - i. charts, nursing station references, cardex files;
    - ii. procedure guides, policy manuals;
    - iii. medical dictionaries, pharmacology references and other reference suitable to the clinical area;
    - iv. required health information relating to Receiving Hospital patients
7. Retain the right to remove, suspend or refuse access to any ARMC Resident(s) who, in Receiving Hospital's discretion, determines has failed to abide by Receiving Hospital's policy(ies) and procedure(s) and/or who do not meet Receiving Hospital's standards for safety, health, cooperation, or ethical behavior, and during any pending investigations of such conduct by Receiving Hospital.
8. Comply with applicable federal, state and local laws and ordinances concerning the confidentiality of Resident(s) records;
9. Retain ultimate professional and administrative accountability for all patient care for patients at Receiving Hospital;
10. Take reasonable measures to provide the following to ARMC Residents that train at Receiving Hospital under this Agreement:
  - a. Orientation to and information about Receiving Hospital's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
  - b. Instruction in Receiving Hospital's policies and procedures for infection control including the handling and disposal of needles and other sharp objects, and in protocols for injuries and incident reporting including those resulting from needle stick injuries and other exposures to blood or body fluids; and

- c. First aid and other emergency treatment available on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Resident in the event of a needle stick injury or other exposure of Resident to blood or body fluids.

N. Direct Supervision

While obtaining training at Receiving Hospital, the clinical activities of Resident(s) shall be directly supervised by Medical Staff Member Physicians in good standing who shall be called "Supervising Physicians". A Supervising Physician shall be responsible for the overall direction and management of each Resident's performance while at Receiving Hospital.

O. Evaluation of Resident(s)

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

P. Medical Staff Membership

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

III. Payment and Billing

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

IV. Insurance

- A. Without in anyway affecting the indemnity herein provided and in addition thereto, each party hereto shall secure and maintain throughout the term of this Agreement the following types of insurance or program of self-insurance with limits as shown:

- 1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount or 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 volunteers providing services on behalf of the party and all risks to such persons under this Agreement.

Each party agrees to maintain Worker's Compensation insurance as required under California State Law covering all persons providing services at their respective facilities, except that Receiving Hospital's policy need not cover the ARMC Residents while training at Receiving Hospital unless required by law.

- 2. Comprehensive General Liability Insurance - General Liability Insurance covering all operations performed by or on behalf of each party, providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000), 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) \$4,000,000 general aggregate limit.
3. 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.
4. Professional Liability – Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and three million (\$3,000,000) aggregate limits. ARMC’s policy shall cover ARMC Residents while training at Receiving Hospital.

If any of the required insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the effective date of the Agreement. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after the termination or expiration of the Agreement.

6. Abuse/Molestation Insurance – Receiving Hospital shall have abuse or molestation insurance providing coverage for all employees, instructors, faculty, and Residents 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.

- B. Proof of Coverage – Upon request by a party, the other party shall furnish Certificates of Insurance or documentation of self-insurance to the requesting party evidencing the insurance coverage as required under this Agreement.

#### V. Indemnification:

- A. County agrees to indemnify, defend, and hold harmless Receiving Hospital, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the negligence or willful misconduct of ARMC. County also agrees to indemnify, defend, and hold harmless Receiving Hospital, its authorized directors, officers, employees, agents, medical staff and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the negligence or intentional acts or omissions of ARMC, its officers, employees, agents or ARMC Resident(s) while in the course and scope of training at Receiving Hospital, except where such indemnification is prohibited by law.
- B. Receiving Hospital agrees to indemnify, defend, and hold harmless County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the negligence or willful misconduct of Receiving Hospital, its officers, employees, agents, and medical staff.
- C. The indemnification obligations under this Agreement will survive expiration or termination of the Agreement, regardless of the cause of such termination.



VI. OSHA Regulation

Receiving Hospital and ARMC certify awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement. ARMC shall be responsible for compliance by Residents with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the employer" to provide all employees with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. ARMC's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.

VII. Status of Receiving Hospital and the County:

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

VIII. Publicity

Neither Receiving Hospital nor ARMC shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the other party or its facilities with respect to the Program without the prior written consent of the other party. ARMC shall have no right to identify Receiving Hospital as an employer or supervisor, or otherwise use the name, logos or trademarks of Receiving Hospital or of Receiving Hospital's affiliates in connection with this Agreement without Receiving Hospital's prior written consent, which consent Receiving Hospital may withhold in its sole discretion. Notwithstanding the forgoing, Receiving Hospital acknowledges that ARMC may list its name among those institutions with whom it is affiliated for the purpose of educational training during the term of this Agreement.

IX. Debarment and Suspension

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

X. Exclusion Lists Screening

Each party shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and

Human Services/Office of Inspector General ("OIG") List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>); (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the party who determined the existence of the Ineligible Person shall immediately notify the other party of the same.

**XI. Exclusivity**

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

**XII. Term and Termination**

- A. This Agreement shall be effective on the last date signed by the parties and shall remain in effect for a term of five years, unless earlier terminated by the parties under the provisions of this Agreement.
- B. This Agreement may be terminated, with or without cause, by either party at any time after giving the other party thirty (30) days advance written notice of its intention to terminate. The Director of ARMC is authorized to initiate termination on behalf of the County. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the Resident's rotation, whichever is earlier.
- C. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

**ARROWHEAD REGIONAL MEDICAL CENTER**  
400 N. Pepper Avenue  
Colton, CA 92324  
Attn: Director, Medical Center

**CITY OF HOPE NATIONAL MEDICAL CENTER**  
1500 East Duarte Road  
Duarte, California 91010

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

**XIII. Modification**

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

**XIV. Assignment**

Neither party hereto shall assign its rights or obligations in this Agreement without the express written consent of the other party. Except as expressly permitted herein, any purported assignment, transfer or delegation by either party shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

XV. Rules of Construction

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

XVI. Entire Agreement

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements (including, without limitation, the Original Agreement), 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 expressly terminates and supersedes in its entirety the Original Agreement. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar nor shall any waiver constitute a continuing waiver.

XVII. Governing Law and Venue.

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

XVIII. Counterparts and Electronic Signatures

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

XIX. Conflict of Interest

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

XX. Severability

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

XXI. Authorization

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

XXII. Accreditation/License

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

XXIII. Standards and Regulatory Compliance

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

XXIV. Force Majeure

Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, (a) governmental action, laws, orders, regulations, directions or requests, or (b) acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, acts of civil and military authorities, or any causes of like or different kind beyond the reasonable control of such party; provided, however, such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

XXV. Compensation

ARMC Residents assigned to Receiving Hospital under this Agreement shall be compensated by ARMC for payment of salaries and benefits. Receiving Hospital shall provide no direct compensation or benefits to any ARMC Residents assigned to Receiving Hospital under this Agreement.

ARMC acknowledges that Receiving Hospital shall seek and retain all direct graduate medical education ("DGME") and indirect medical education ("IME") funding available from Medicare to Receiving Hospital based on the time Residents spend in rotations at Receiving Hospital. ARMC shall not seek any such DGME and IME funding from Medicare for the percentage of time its Residents spend rotating at Receiving Hospital.

**[SIGNATURE PAGE FOLLOWS]**

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

SAN BERNARDINO COUNTY ON BEHALF OF  
ARROWHEAD REGIONAL MEDICAL CENTER

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 14 2023

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

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



City of Hope National Medical Center

► Vijay Trisal

(Authorized signature - sign in blue ink)

Vijay Trisal, M.D.

Name

(Print or type name of person signing contract)

Title Chief Medical Officer

(Print or Type)

Dated: 12-21-2022

Chandana Banerjee Digitally signed by Chandana Banerjee  
Date 2022.12.20 11:51:58 -08'00'

(Authorized signature - sign in blue ink)

Name Chandana Banerjee, M.D.

(Print or type name of person signing contract)

Title Designated Institutional Official

(Print or Type)

Dated: \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► Charles Phan  
Deputy County Counsel

Date 3/2/2023

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► [Signature]

Date 3/6/23

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment (the "Program") of patients of City of Hope National Medical Center ("Receiving Hospital") under the Affiliation Agreement for Resident Rotations between the County of San Bernardino on behalf of Arrowhead Regional Medical Center and Receiving Hospital, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at Receiving Hospital unless such injury or loss is caused by Receiving Hospital's negligence or willful misconduct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Resident Name:

\_\_\_\_\_  
Witness

## EXHIBIT B

### CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable state and Federal laws, including under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, to keep confidential any information regarding patients of City of Hope National Medical Center ("Receiving Hospital"), as well as all confidential information of Receiving Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Receiving Hospital, except as required by law or as authorized by Receiving Hospital.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Resident Name:

\_\_\_\_\_  
Witness