



Contract Number

24-1099

SAP Number

## Arrowhead Regional Medical Center

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|---|--|
| <b>Department Contract Representative</b> | Andrew Goldfrach                               |
| <b>Telephone Number</b>                   | (909) 580-6150                                 |
| <b>Contractor</b>                         | Cedars-Sinai Medical Center                    |
| <b>Contractor Representative</b>          | Amy Day Rossa                                  |
| <b>Telephone Number</b>                   | (415) 867-2967                                 |
| <b>Contract Term</b>                      | November 19, 2024 through<br>November 18, 2029 |
| <b>Original Contract Amount</b>           | Not Applicable                                 |
| <b>Amendment Amount</b>                   | Not Applicable                                 |
| <b>Total Contract Amount</b>              | Not Applicable                                 |
| <b>Cost Center</b>                        | 8242   |
| <b>Grant Number (if applicable)</b>       | N/A  |

**Briefly describe the general nature of the contract:** Non-Financial Affiliation Agreement, including the non-standard terms, with Cedars-Sinai Medical Center to allow Arrowhead Regional Medical Center resident physicians to obtain specialized clinical experience, from November 19, 2024 through November 18, 2029.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Goldfrach on behalf of  
Charles Phan, Supervising Deputy County  
Counsel

Date 10/18/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► Andrew Goldfrach  
Andrew Goldfrach, ARMC Chief Executive Officer

Date 10/18/24



**AFFILIATION AGREEMENT  
BETWEEN  
CEDARS-SINAI MEDICAL CENTER  
AND  
ARROWHEAD REGIONAL MEDICAL CENTER**

THIS AGREEMENT ("Agreement") is entered into the date of the last party's signature ("Effective Date") between CEDARS-SINAI MEDICAL CENTER, a California nonprofit public benefit corporation ("Medical Center"), and San Bernardino County, a political subdivision organizing and existing under the California Constitution and laws of the State of California ("County"). County is hereinafter collectively referred to as "Affiliate," with reference to the following facts:

**RECITALS**

A. Medical Center owns and operates an acute care hospital and related medical center facilities located principally at 8700 Beverly Boulevard, Los Angeles, California 90048-1865.

B. Affiliate operates Arrowhead Regional Medical Center ("ARMC"), a licensed general acute care hospital located principally at 400 N. Pepper Ave., Colton, CA 92324. Affiliate represents and warrants to Medical Center that ARMC has established an approved professional training programs ("Programs") for the education of medical residents and fellows (collectively, the "Program Resident" or the "Program Residents," hereinafter as appropriate), which Programs are accredited by the Accreditation Council for Graduate Medical Education ("ACGME"). Affiliate desires to have its Program Residents from ARMC obtain clinical experience in one or more Department/Division at Medical Center in accordance with the ACGME Program Letters of Agreement ("PLAs") entered into by the parties' respective program directors and Designated Institutional Officials.

C. Medical Center is willing, subject to the terms and conditions set forth below, to permit Affiliate to rotate Program Resident(s) enrolled in the Programs in the one or more Department/Division at Medical Center in accordance with the PLAs.

D. To the extent applicable and appropriate, Medical Center and Affiliate intend for their relationship under this Agreement to comply with the Medicare program's rules and standards for Graduate Medical Education ("GME") reimbursement with respect to Affiliated Groups, Affiliation Agreements and Shared Rotational Arrangements, for purposes of applying full-time equivalent ("FTE") resident limits on an aggregate basis for shared Program Residents, and making temporary adjustments to FTE limits (subject to averaging rules) based on Program Resident additions/subtractions, under a cross-training / shared rotational arrangement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

**AGREEMENT**

**ARTICLE I**  
**TERM AND TERMINATION**

1.01 This Agreement shall commence on the Effective Date stated above (“Commencement Date”), and shall continue for a term of five (5) years (“Term”), unless sooner terminated as provided herein. The ARMC Chief Executive Officer is authorized to terminate this Agreement on behalf of Affilite, in accordance with the terms of this Agreement.

1.02 This Agreement may be terminated by either party: (a) without cause by delivery to the other party of ninety (90) days’ prior written notice; or (b) with cause by delivery to the other party of thirty (30) days’ prior written notice to the other party as required by Article XI, Paragraph 11.02.

1.03 This Agreement may also be terminated at any time in the event of any occurrence beyond the control of either party (e.g., force majeure, as described in Section 11.10 below) which makes it impractical or unreasonable for either party to continue to abide by the terms and conditions of this Agreement. If such event occurs, the party wishing to terminate this Agreement shall do so by giving written notice to the other party of its election and such termination shall be immediately effective.

1.04 This Agreement may also be terminated at any time for any material breach of this Agreement, including, without limitation: (i) in the event either party fails to maintain its accreditation with the ACGME; (ii) in the event either party fails to maintain its full licensure as a provider of health care services; (iii) upon any material modification to either party’s existing insurance coverage which in any way limits the scope or nature of such coverage; or (iv) in the event of a risk to patient health or safety, or to the reputation of Medical Center, as determined by Medical Center in its sole and absolute discretion. If such event occurs, the party wishing to terminate this Agreement shall do so by giving written notice to the other party and such termination shall be effective immediately.

1.05 Notwithstanding anything to the contrary in this Agreement, in the event the performance by either party of any term, covenant, condition or provision of this Agreement shall jeopardize Medical Center’s (i) licensure, (ii) participation in Medi-Cal, Medicare or other government/commercial health care reimbursement or payor programs, (iii) full accreditation by the Joint Commission, ACGME, or any other state or nationally recognized accreditation organization, (iv) tax-exempt status, or if for any other reason said performance should be in violation of any law, statute, regulation, ordinance, or otherwise be deemed illegal, or unethical by any recognized body, either party hereto

may terminate this Agreement upon written notice to the other party setting forth the reason for such termination and such termination shall be effective immediately.

**ARTICLE II**  
**RESPONSIBILITIES OF AFFILIATE**

2.01 Affiliate shall permit a mutually agreed upon number of Program Residents to rotate through the Medical Center for a mutually agreed upon period of time not to exceed the Term of this Agreement.

2.02 Affiliate shall designate a faculty or staff member ("Affiliate's Academic Coordinator") who shall coordinate the assignments to be assumed by Program Residents and their participation in the designated Department/Division's educational activities conducted at Medical Center, with a designated Medical Center faculty or staff member ("Medical Center's Academic Coordinator").

2.03 Affiliate shall send, to Medical Center's Academic Coordinator, the name, biographical data, and a report of the health status of each Program Resident prior to the beginning date of each training Program, for review and inclusion into Program Residents' files.

2.04 Affiliate shall be responsible for promptly supplying any additional information reasonably requested by Medical Center prior to the beginning date of each training Program.

2.05 Affiliate shall provide all forms and instructions necessary for documentation and evaluation of Program Residents' clinical experience.

2.06 Affiliate shall maintain all personnel and academic records of its Program Residents.

2.07 Notwithstanding Affiliate's supervision of Program Residents' clinical training, Affiliate acknowledges that Medical Center retains full authority regarding patient treatment and management and Affiliate shall ensure that Program Residents follow, all protocols, policies and procedures, and rules and regulations established by Medical Center and its Medical Staff regarding patient treatment and management.

2.08 Affiliate acknowledges that all patient records maintained at or by Medical Center shall remain the sole property of Medical Center. Notwithstanding the foregoing and subject to all applicable state and federal laws, including, but not limited to the Health Insurance Portability and Accountability Act and the Confidentiality of Medical Information Act, Affiliate and its agents shall be given reasonable access to and the ability to photocopy any patient records of the Medical Center where such records are reasonably necessary for legitimate business and legal purposes.

2.09 Affiliate shall comply with the accreditation standards of the ACGME or other accrediting body, which shall include, without limitation, the inspection of appropriate clinical facilities and taking all action necessary, consistent with applicable laws and regulations, to ensure that the ACGME (or other accrediting body) has access to

the information necessary to perform its accreditation function, which information is in the control of the Medical Center and Affiliate.

2.10 (a) Affiliate shall respect and maintain the confidentiality of all Health Information with respect to all patients of the Medical Center, including without limitation, all Health Information regarding a patient's: (1) Medical treatment and condition; (2) Psychiatric and Mental Health; and (3) Substance abuse and Chemical dependency, which the Program Resident may receive pursuant to this Agreement. The Program Residents agree to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 et seq. (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; 42 C.F.R., Part 2, §2.31 (Alcohol and Drug Abuse Records); and (iv) Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including the amendments and related laws of the Health Information Technology for Economic and Clinical Health Act, and regulations promulgated thereunder, California laws relating to the privacy of patient and individual information and other applicable laws. .

(b) For purposes of this Section, Health Information shall include without limitation, the following patient identifiable information: 1) Name; (2) Address, including street address, city, county, zip code and equivalent geocodes; (3) Names of relatives; (4) Names of employers; (5) Date of birth; (6) Telephone numbers; (7) Facsimile number; (8) Electronic mail address; (9) Social security number; (10) Medical record number; (11) Health plan beneficiary number; (12) Account number; (13) Certificate/license number; (14) Any vehicle or other device serial number; (15) Web Universal Resource Number (WURL); (16) Internet Protocol (IP) address number; (17) Finger or Voice prints; and (18) Photographic images; and (19) Any other unique identifying number, characteristic, or code that may be available to the Program Residents which could be used, alone or in combination with other information, to identify an individual.

2.11 Notwithstanding anything to the contrary set forth in this Agreement, Affiliate shall immediately terminate the participation of any Program Resident at Medical Center's request upon reasonable cause. "Reasonable Cause" shall include, without limitation, material violation by a Program Resident of any protocols, policies, procedures, rules or regulations of Affiliate, Medical Center, or Medical Center's Medical Staff. A Program Resident who is so terminated shall be notified by Affiliate, and shall have the right to administrative redress under Affiliate's internal rules and regulations, and shall have no such right at Medical Center.

2.12 Affiliate shall notify Medical Center, in writing, of the cancellation of a Program Resident's scheduled rotation to Medical Center or of Affiliate's inability to use an available time slot at least thirty (30) days prior to the scheduled commencement of a Program Resident's rotation / clinical experience or another time period mutually agreed upon by Affiliate's Academic Coordinator and Medical Center's Academic Coordinator.

2.13 Affiliate may withdraw a Program Resident(s) from the Program, with or without cause, upon written notice to Medical Center. Affiliate will, to the extent reasonably practical, provide such written notice to Medical Center at least two (2) weeks prior to that withdrawal.

2.14 Affiliate shall arrange and procure, or ensure that each Program Resident has arranged and procured:

(a) Professional liability insurance (or a program of self-insurance sponsored by Affiliate), covering each Program Resident's activities hereunder, with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, exclusive of defense costs; and

(b) His or her own health insurance, covering all standard benefits, when not provided by Affiliate.

2.15 Affiliate shall notify Program Residents, in writing, that they are responsible for:

(a) Following the internal protocols, policies and procedures, and rules and regulations of Medical Center and its Medical Staff and all requirements of Joint Commission, as may be revised from time to time.

(b) Providing the necessary and appropriate uniforms, which shall be designated by Medical Center, and wearing appropriate Medical Center identification while on Medical Center's premises;

(c) Maintaining the confidentiality of patient information and all other confidential Medical Center information.

(d) Obtaining written permission from Medical Center, prior to the compilation or publication of any material based solely or in part on any Program Resident's clinical experience at Medical Center, which permission may be withheld in Medical Center's sole and absolute discretion. In the event that Medical Center grants such written permission to Program Resident, any such materials compiled or published by Program Resident shall clearly state that the opinions or assertions contained therein are those of Program Resident and are not to be construed as an official report/publication, or reflecting the views and opinions, of Medical Center.

(e) Providing Medical Center with a current certificate of health prior to commencement of his/her rotation at Medical Center, which shall include, without limitation, verification of a titre test proving immunity to rubella, and a PPD test or chest X-ray showing no active tuberculosis. The tuberculosis test



shall be current within one (1) year. Each Program Resident shall also provide proof of a current CPR certificate.

2.16 For purposes of compliance with Medicare GME rules and regulations and appropriate Medicare reimbursement, if Affiliate wishes to (i) apply FTE resident limits on an aggregate basis for Program Residents cross-trained with Medical Center under a shared rotational arrangement, and/or (ii) make temporary adjustments to their FTE limits (subject to averaging rules) based on Program Resident additions/subtractions under such an arrangement, Affiliate (and Medical Center) shall comply with Medicare regulation 42 C.F.R. § 413.75 and its criteria for “affiliated groups,” “affiliation agreements,” “shared rotational arrangements,” and determining FTE resident limits, among other things. Affiliate (and Medical Center) shall also provide certain relevant FTE resident information in a form and manner mutually agreed upon by Medical Center and Affiliate, and provide a copy of this Agreement to the Medicare fiscal intermediary and the Centers for Medicare & Medicaid Services (“CMS”) prior to the July 1st start date of each annual affiliation period.

2.17 The Affiliate understands that it may not send any Program Residents to the Medical Center for rotation under this Agreement unless and until both the parties’ respective Program Directors/Site Director(s) and Designated Institutional Officials have executed an ACGME required PLA relating to that rotation. All PLAs executed during the term of this Agreement shall be subject to the terms and conditions of this Agreement.

### **ARTICLE III**

#### **RESPONSIBILITIES OF MEDICAL CENTER**

3.01 Medical Center shall accept from Affiliate the mutually agreed upon number of Program Residents and shall arrange for such clinical experiences and educational opportunities as are determined by Medical Center to be appropriate for, and of educational value to, Program Residents based on any PLA entered into by the parties’ respective program director and Designated Institutional Official.

3.02 Medical Center shall provide Program Residents and any faculty of Affiliate, authorized by Medical Center’s Senior Vice President for Academic Affairs (or his/her designee) to provide instruction at Medical Center, the appropriate Medical Center facilities including classroom, dressing/locker room, storage space, laboratory, and conference room space, when available, provided that the presence of Program Residents shall not be allowed to interfere with the regular activities of Medical Center. Medical Center shall provide such equipment and supplies as needed for instruction of Program Residents.

3.03 Medical Center shall extend Medical Center’s library privileges to Program Residents to the same extent the library is available to Medical Center personnel.



3.04 Medical Center shall, on any day when a Program Resident is receiving clinical experience at its facilities, provide Program Resident with necessary emergency health care or first aid for accidents occurring in Medical Center facilities. Except as provided herein or at law, Medical Center shall have no obligation to furnish medical, hospital, or surgical care to any Program Resident.

3.05 Medical Center shall immediately suspend or terminate the participation of any Program Resident whose health or performance is determined by Medical Center to represent an imminent danger to patients.

3.06 Medical Center shall permit, upon request and with prior notice, the inspection of appropriate clinical facilities by agencies charged with the responsibility for accreditation of the Program.

3.07 Medical Center's Academic Coordinator or his/her designee shall coordinate with Affiliate's Academic Coordinator regarding the assignment of Program Residents to specific clinical experiences and educational offerings, including attendance at selected conferences, clinics, courses, programs conducted by Medical Center, and written Program objectives ("Program Plan"). Affiliate shall not modify the Program Plan objectives or the Program plan without the prior written consent of Medical Center.

3.08 Medical Center shall provide formal evaluations of Program Residents' performances at specified intervals and using such forms and including such information as agreed upon between Medical Center and Affiliate and as necessary for compliance with ACGME requirements.

3.09 For purposes of compliance with Medicare GME rules and regulations and appropriate Medicare reimbursement, if Medical Center wishes to (i) apply FTE resident limits on an aggregate basis for Program Residents cross-trained with Affiliate under a shared rotational arrangement, and/or (ii) make temporary adjustments to their FTE limits (subject to averaging rules) based on Program Resident additions/subtractions under such an arrangement, Medical Center (and Affiliate) shall comply with Medicare regulation 42 C.F.R. § 413.75 and its criteria for "affiliated groups," "affiliation agreements," "shared rotational arrangements," and determining FTE resident limits, among other things. Medical Center (and Affiliate) shall also provide certain relevant FTE resident information in a form and manner mutually agreed upon by Medical Center and Affiliate, and provide a copy of this Agreement to the Medicare fiscal intermediary and the Centers for Medicare & Medicaid Services ("CMS") prior to the July 1st start date of each annual affiliation period.

3.10 The Medical Center understands that it will not accept any Program Residents from Affiliate for rotation under this Agreement unless and until both the parties' respective Program Directors/Site Director(s) and Designated Institutional Officials have executed an ACGME required PLA relating to that rotation. All PLAs for rotations of Program Residents at Medical Center executed during the term of this Agreement shall be subject to the terms and conditions of this Agreement.

3.11 The physicians at Medical Center that provide the clinical training to the Program Residents shall provide to Affiliate with written records which document and evaluate the participation of the Program Residents in procedures and activities that were performed upon Affiliate's request. The Affiliate shall provide appropriate evaluation forms relating to the performance of the Program Residents to the Medical Center and the Medical Center shall arrange the return of the forms in the timeframe requested by the Affiliate. Various non-medical personnel at the Medical Center may also be asked to evaluate the Program Residents, as appropriate.

3.12 The Medical Center agrees to audit the duty hours of Program Residents while participating in rotations at the Medical Center and will assure that these duty hours do not exceed the duty hour restrictions imposed by the ACGME.

3.13 The Medical Center shall ensure that while training at the Medical Center, the clinical activities of the Program Residents are appropriately supervised at all times by the Medical Center's medical staff members.

#### **ARTICLE IV**

#### **STATUS OF AFFILIATE AND MEDICAL CENTER**

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association between Affiliate, Program Residents or Medical Center and/or its independent contractors, but is rather an agreement by and between independent contractors, these being Affiliate and Medical Center. Affiliate and Program Residents shall not be entitled to reimbursement of any kind for any services provided to patients of Medical Center.

#### **ARTICLE V**

#### **NO EMPLOYMENT STATUS BETWEEN**

#### **PROGRAM RESIDENTS AND MEDICAL CENTER**

It is expressly understood and agreed by Affiliate and Medical Center that all Program Residents at Medical Center are in attendance at Medical Center for educational purposes only, and such Program Residents are not employees of Medical Center for any purpose and shall *not* be entitled to any employee compensation or benefits including, but not limited to, payment for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance. Affiliate shall advise its Program Residents of their status hereunder.

#### **ARTICLE VI**

#### **COMPENSATION**

Affiliate shall be solely responsible for providing Program Residents stipend, salary and/or employee benefits (“Compensation”) while assigned to Medical Center.

## **ARTICLE VII** **INDEMNIFICATION**

7.01 Each party hereby agrees to indemnify, hold harmless, and defend the other party and the other party’s directors, officers, trustees, directors, employees, independent contractors, agents, and representatives, insofar as it may legally do so, from and against all liability, damages, costs (including costs of investigation, defense and reasonable attorneys’ fees), expenses, or payment of any sum or sums of money due to persons whomsoever on account of claims, liabilities, suits, liens, garnishments, attachments, costs (collectively “Claims”) for injuries to persons, including death and disability, or damage to property arising from, or allegedly arising from, any act, omission, or negligence of the indemnifying party or its officers, directors, employees, independent contractors, agents, or representatives, and Program Residents, and for any Claims in any way attributable to employment practices or conduct, Program Resident discipline (including, but not limited to, any practices or conduct which are or are alleged to be in violation of any statute, common law, regulation, policy, or administrative interpretation or guide concerning wage and hour practices, health and safety, workers’ compensation, employment discrimination, payroll taxes, labor relations, wrongful discharge, tortious conduct, breach of the employment relationship, whether based on oral, written, or implied contract including breach of any collective bargaining contract to which such party is bound or any other aspect of employment whatsoever), or the performance of this Agreement. Notwithstanding the foregoing, Affiliate’s duty to indemnify Medical Center for the acts of the Program Residents does not extend to any Claims that arise out of any conduct undertaken by a Program Resident at the specific direction or instruction of Medical Center’s medical staff members, physicians, or employees.

7.02 This Article VII shall survive the termination or expiration of this Agreement.

## **ARTICLE VIII** **INSURANCE**

8.01 During the term of this Agreement, each party shall at all times maintain in full force and effect, a policy or policies of comprehensive general liability insurance, including professional liability coverage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, exclusive of defense costs, covering acts of negligence and malpractice with respect to the services to be provided by their respective employees, agents, and Program Residents under this Agreement. Such insurance shall be issued by an insurance company or companies reasonably approved by the other party, and shall be written on such forms, with such exclusions and deductible amounts as the other party shall reasonably approve. The policy or policies shall name the other party and its directors, officers, agents and

employees as additional insureds and shall include thirty (30) days' advance written notice to the other party prior to the cancellation of or material reduction in coverage of such insurance policy. The insurance provided by Affiliate in accordance with this Section 8.01 shall be primary to any coverage available to the party.

8.02 Affiliate shall maintain Workers' Compensation coverage for all its employees in such amount and form as required by the laws of the State of California.

8.03 In the event that any insurance required pursuant to this Agreement is in a "claims made" form, as opposed to an "occurrence" form (as such terms are used in the insurance industry), coverage shall be maintained for claims occurring during the Term of this Agreement and for the longer of: (a) three (3) calendar years after the termination of this Agreement; or (b) three (3) calendar years after the "claims made" policy is canceled, non-renewed, or expires. In the event a "claims made" policy is canceled, non-renewed or expires, the party shall provide to the other party an endorsement stating that coverage is afforded for: (a) a discovery period of three (3) calendar years following the termination of this Agreement; or (b) the cancellation, non-renewal or expiration of the "claims made" policy.

8.04 Prior to the commencement of the Term of this Agreement, each party shall cause to be issued to the other party a Certificate of Insurance issued by the appropriate insurance company evidencing insurance coverage in accordance with this Article VIII. The Certificate of Insurance and any renewal or replacement thereof shall be sent to:

Cedars-Sinai Medical Center  
6500 Wilshire Blvd. 10<sup>th</sup> Floor  
Los Angeles, California 90048  
Attention: Director, Risk Management

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

8.05 The provision of insurance and the requisite Certificates of Insurance and endorsements, as required by this Article VIII, shall be a condition precedent to this Agreement.

8.06 This Article VIII shall survive until five (5) years after the termination or expiration of this Agreement.

8.07 Affiliate may satisfy the insurance requirements in this Article VII through a program of self-insurance.

## **ARTICLE IX**

## **AFFIRMATIVE ACTION AND NONDISCRIMINATION**

The parties agree that all Program Residents receiving clinical training pursuant to this Agreement shall be selected without discrimination based on race, sex, sexual orientation, color, religion, national origin, ancestry, age, physical handicap or medical condition, marital status, mental condition, veteran's status, or other legally protected status, to the extent required by applicable state and federal laws and regulations.

## **ARTICLE X** **MEDICARE RECORD DISCLOSURE REQUIREMENT**

10.01 For purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, each party agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

(a) Until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, each party shall make available, upon written request, by the Secretary of the Department of Health and Human Services or, upon request, by the Comptroller General of the United States, or any of their duly authorized representatives, the Agreement, the books, documents and records of Affiliate that are necessary to certify the nature and extent of such costs; and

(b) If any party carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization [as that term is defined regarding providers under 42 C.F.R. § 413.17(b)], such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request, by the Secretary of the Department of Health and Human Services or, upon request, by the Comptroller General of the United States, or any of their duly authorized representatives, the books, documents and records that are necessary to certify the nature and extent of such costs.

10.02 If the party is required to disclose books, documents or records pursuant to Social Security Act § 1861(v)(1)(I) and 42 C.F.R. § 420.300 et seq., the party shall promptly notify the other party of the nature and scope of such request and such party shall make such books, documents or records disclosed available to the other party and the other party may copy same at the other party's expense.

## **ARTICLE XI** **MISCELLANEOUS PROVISIONS**

11.01 Assignment. Nothing contained in this Agreement shall be construed to permit assignment by either party of any right or obligation under this Agreement without the prior written consent of the other party, and such assignment is expressly prohibited.

11.02 Notice. Any notice or other communication hereunder must be given in writing to the addresses set forth below and must be (i) delivered in person, (ii) delivered by Federal Express® or similar commercial delivery service, or (iii) mailed by certified mail with postage prepaid and return receipt requested, to the party to which such notice or communication is to be given at the addresses set forth below. Each such notice or other communication shall be effective if: (i) given by mail, three (3) days after such communication is deposited in the mail and addressed as aforesaid; (ii) given by Federal Express® or similar commercial delivery service, three (3) business days after such communication is deposited with such service and addressed as aforesaid; or (iii) given by any other means when actually delivered at such address:

If to Affiliate:                      Arrowhead Regional Medical Center  
400 N. Pepper Avenue  
Colton, CA 92324  
Attention: ARMC Chief Executive Officer

If to Medical Center:              Cedars-Sinai Medical Center  
8700 Beverly Boulevard, Suite 2015  
Los Angeles, CA 90048-1865  
Facsimile No.: (310) 423-0119  
Attention: Senior Vice President  
for Academic Affairs

11.03 Compliance with Law; Representations and Warranties. The parties agree to comply with all applicable Federal, State and local laws, regulations, ordinances and orders with respect to the performance of the services hereunder. Affiliate acknowledges that Medical Center maintains a compliance program and that a copy of the compliance program policies has been made available to Affiliate for review. By executing this Agreement, Affiliate represents and warrants that neither Affiliate nor any of its employees or agents: (i) has, in the past ten (10) years, been debarred, excluded or otherwise made ineligible by any Federal governmental agency from participating in Federally reimbursed health care programs; (ii) has, in the past ten (10) years, been sanctioned or convicted by any Federal governmental agency; or (iii) is listed in any Federal governmental agency's list of sanctioned, debarred, excluded or ineligible contractors. Affiliate hereby covenants that it will notify Medical Center within two (2) business days of any conviction, citation, judgment or settlement affecting the representations and warranties contained in this Section. Affiliate agrees that any debarment, exclusion, ineligibility, sanction or listing as described in items (i), (ii) or (iii) above is grounds for immediate termination of this Agreement by Medical Center.

11.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the state or federal courts of California.

11.05 No Waiver. No provision of this Agreement may be waived, changed, modified, or the termination or discharge thereof agreed to, except by the mutual written agreement of Medical Center and Affiliate. The failure of any party to enforce at any time any of the provisions contained herein shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

11.06 Entire Agreement. This Agreement and the Exhibit(s) hereto constitute and are intended to constitute the final, entire, complete and exclusive agreement between the parties hereto pertaining to the subject matter thereof. This Agreement and the Exhibit(s) hereto expressly supersede any and all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof. Without limiting the generality of the foregoing, the terms and provisions of this Agreement and the Exhibit(s) hereto are intended by the parties hereto as a final expression of their agreement with respect to the said terms and provisions and the subject matter hereof, and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement. Notwithstanding this Section 11.06, this Agreement does not supersede the “Affiliation Agreement between Cedars-Sinai Medical Center and San Bernardino County on behalf of Arrowhead Regional Medical Center” with an effective date of January 23, 2024 relating to the rotation of Affiliate’s Pulmonary/Critical Care Medicine Fellows at Medical Center’s facilities for the rotation of Lung Transplantation (“Lung Transplant Rotation Agreement”). The Lung Transplant Rotation Agreement shall remain in full effect in accordance with the terms of that agreement. This Agreement may be modified only in writing, signed by the parties hereto.

11.07 Interpretation. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

11.08 Cumulative Remedies. The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or in equity. No waiver of a breach of any provision of this contract shall constitute a waiver of that provision or any other breach under the Agreement.

11.09 Third Party Beneficiaries. Medical Center’s system entities and corporate affiliates are intended third-party beneficiaries to this Agreement.

11.10 Force Majeure.



(a) Neither party hereto shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall constitute Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order, control or insistence by any governmental or military authority.

(b) The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof, and all such contingencies shall, to the extent reasonably possible, be remedied with all reasonable efforts and dispatch. The existence of such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period of delay; provided, however, that if such period of delay exceeds sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.

11.11 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

11.12 Conflict of terms. In the event of a conflict between the terms and conditions of the body of the Agreement and the terms and conditions of any of the Exhibits or any other documents related to this Agreement, the terms and conditions contained in the body of the Agreement shall control.

11.13 Counterparts. 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 mail 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.

11.14 Campaign Contribution Disclosure (SB1439). Medical Center has disclosed to Affiliate using Exhibit A, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County Board of Supervisors or other San Bernardino County County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] in the 12 months before the date this Agreement was approved by the Board of Supervisors. Medical Center acknowledges that under Government Code section 84308, Medical Center is prohibited from making campaign contributions of more than \$250 to any member of the

San Bernardino County Board of Supervisors or County elected officer for 12 months after the County's consideration of this Agreement.

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


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

11.15 Authority. Each party executing this Agreement hereby represents and warrants that he/she has full authority to enter into this Agreement and to bind the party upon whose behalf such individual has executed this Agreement.

IN WITNESS WHEREOF, authorized representatives of each party hereto have executed this Agreement effective as of the date stated above in Los Angeles, California.

**"AFFILIATE"**


**San Bernardino County on behalf of Arrowhead  
Regional Medical Center**

By:   
Dawn Rowe, Chair, Board of Supervisors

Date: NOV 19 2024

**"MEDICAL CENTER"**

**CEDARS-SINAI MEDICAL CENTER,**  
a California nonprofit public benefit corporation

Signed by:  
By:   
Amy C. Day Rossa, EdD, MBA  
Assistant Dean  
Executive Director, Graduate Medical Education

Date: 10/16/2024



## **EXHIBIT A**

# **Campaign Contribution Disclosure (SB 1439)**

### **DEFINITIONS**

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

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

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

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

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

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

**Contractors must respond to the questions on the following page. All references to "Contractor" on this Exhibit refer to Medical Center. If a question does not apply respond N/A or Not Applicable.**

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

| Company Name               | Relationship          |
|----------------------------|-----------------------|
| Cedars-Sinai Health System | Sole Corporate member |
|                            |                       |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained<br>(if less than 12 months prior) |
|--------------|----------|---|
| N/A          |          |   |
|              |          |   |

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

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
| N/A          |                   |                            |
|              |                   |                            |

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

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/A          |                    |
|              |                    |

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

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

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

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

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