



Contract Number

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Saint George's University Limited</u>
Contractor Representative	<u>Lori Lifson-Arloff</u>
Telephone Number	<u>631 665-8500, ext. 1214</u>
Contract Term	<u>July 1, 2022 to June 30, 2025</u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>9182424200</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, it is of mutual benefit to Saint George's University Limited (University) and San Bernardino County (County) on behalf of its Arrowhead Regional Medical Center (Medical Center) that the University's medical students ("Students") conduct rotations at the clinical facilities of the Medical Center for their learning and research experience;

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. Obligations of University:

The University will -

A. Designate a faculty member of the University who shall serve as a Coordinator and be responsible

for planning and coordinating the activities and assignments of the Students with the Coordinator designated by the Medical Center.

- B. Maintain ultimate responsibility for the medical education program, academic affairs and assessment of the Students. The University and teaching staff shall follow the curriculum, educational objectives and guidelines as embodied in the University's Clinical Training Manual, attached hereto as Exhibit A.
- C. Have primary responsibility for the appointment of faculty members at University with responsibility for Student training.
- D. Provide and maintain the records and reports of its Students during their clinical learning experiences. To the extent the Medical Center generates or maintains educational records, as defined in 20 USC § 1232g(a)(4), related to the participating student, the Medical Center agrees to comply with the applicable provisions of the Federal Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the University hereby designates the Medical Center as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the University's records is required by the Medical Center to carry out the clinical program.
- E. Inform Students of all applicable policies and procedures of the Medical Center, which shall be distributed to Students during orientation. The Medical Center Coordinator shall notify the University Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with University's applicable policies and procedures as referred to below.
- F. Ensure that University Students and faculty are informed of and will comply with all of the regulatory requirements stipulated by Medical Center.
- G. Provide the names of Students, who must be pre-registered, 30 days in advance to the rotation start date. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
- H. Provide to the Medical Center student packets 30 days in advance to the rotation start date to include:
 - Letter of Good Standing to include rotation dates
 - Background clearance (as further addressed in Section I(K) below)
 - Proof of malpractice insurance
 - Proof of Immunization/TB clearance
 - Proof of flu shot, as appropriate as determined by Medical Center
 - Proof of vaccination (including for COVID-19) or testing as required by the Medical Center or California Department of Public Health.
 - Board Scores
 - Student's Photo
- I. Provide verification to the Medical Center prior to beginning any rotations or training that the Student(s) has completed Fit Testing.
- J. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively for their respective rotations. As applicable, this will include but is not limited to safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens), and prevention of violence. These requirements may be updated

periodically as required by Medical Center policy or the requirements of external regulating agencies. Documentation of such training will be provided to Medical Center upon request.

- K. Provide to the Medical Center verification that each student and Instructors, if applicable, meets Medical Center background check requirements, as follows:
1. Prior to any Student(s) and Instructors starting a rotation at Medical Center, the Student(s) and on-site faculty/Instructors, if applicable, who will be on Medical Center premises must complete a background check in accordance with applicable State caregiver background check law and Medical Center policy. The results of the background check must contain clearance for at least the past seven (7) years and must include at least the following:
 - a. All names
 - b. All counties (San Bernardino County, California required)
 - c. Social Security Number
 - d. Sex Offender Database
 - e. Office of Inspector General (OIG/GSA).
 2. Only Student(s) and on-site faculty/Instructors, if applicable, with a PASS grade are accepted for training at Medical Center. Unacceptable hits include:
 - a. Murder
 - b. Sexual offenses/misconduct
 - c. Physical abuse
 - d. Misdemeanor or felony fraud
 - e. Misdemeanor or felony theft
 - f. Misdemeanor involving weapons/violence/cruelty
 - g. Felony assault
 - h. Felony involving weapons/violence
 - i. Felony possession and furnishing (without rehabilitation certificate)
 - j. All pending charges
 - k. Multiple charges – two or more of the same or different nature
 - l. Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
 - m. Recent DUI charge – those which have occurred within the last 24 months
 - n. Dismissed charges for which the people have presented a reasonable argument to the court against dismissal.
- L. Maintain for Students assigned to the Medical Center records for five years after the Students' last contact with the Medical Center. Upon request, these records, as pertains to the Medical Center, will be provided to the Medical Center.
- M. Withdraw a Student from the clinical program at the Medical Center if, after the consultation in accord with Section II(N) below, the University determines such action to be warranted.
- M. Meet the expectations identified below as applicable, relative to the safe quality provision of care, treatment, and/or service:
1. Abide by applicable law, regulation, and University policy in the provision of care, treatment, and service.
 2. Abide by applicable standards of accrediting and certifying agencies to which the University itself must adhere.
 3. Provide a level of care, treatment, and service that would be comparable had the Medical Center provided such care, treatment, and service itself.

4. When requested by Medical Center, actively participate in the Medical Center's quality improvement program, responds to concerns regarding care, treatment, and service rendered, and undertakes corrective actions necessary to address issues identified.
5. Assure that care, treatment, and/or service is provided in a safe, effective, efficient, and timely manner emphasizing the need to – as applicable to the scope and nature of the contract service – improve health outcomes and prevent and reduce medical errors.

II. Obligations of the Medical Center:

The Medical Center will –

- A. Designate, after consultation with the University Coordinator, a Medical Center Coordinator (alternatively may be referred to as the Director of Medical Education) who will meet and plan with the University Coordinator the clinical activities and assignments of the Students, in accordance with the University's Clinical Training Manual. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students while undergoing rotation at the Medical Center. The Medical Center shall inform all physicians of the curricular objectives, rules and policies of University during teaching assignments. The Medical Center Coordinator shall appoint clerkship directors for required rotations responsible for the curriculum as outlined in the University's Clinical Training Manual on their respective services. The Medical Center Coordinator and clerkship directors shall have non-compensated faculty appointments at the University and be eligible for membership in the standing committees of the Faculty Senate. Such appointments will be made pursuant to and in accordance with the provisions contained in the University's Faculty Handbook, and consistent with any Medical Center requirements.
- B. The Medical Center Coordinator and clerkship directors shall attend at least two (2) St. George's University School of Medicine meetings a year for the purpose of participation in curriculum, faculty development and other administrative matters. These meetings may be held in person either in the US or Grenada or may be held virtually. The University shall pay for all travel expenses, including transportation, food, and lodging, incurred by the Medical Center Coordinator and/or clerkship directors related to any in person meetings.
- C. Permit access for Students and Instructors, if applicable, to the clinical facilities as reasonably necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center.
- D. Faculty members shall be involved in the evaluation of each student's progress. An evaluation form must be completed for each student who has finished the rotation. A University faculty member must complete an electronic midcore and final evaluation for each Student who has completed a core and or Family medicine clinical rotation. A University faculty member must complete a paper evaluation for all elective rotations. The electronic evaluations will be electronically signed and automatically forwarded to Office of Clinical Studies. The paper evaluation must be signed by the faculty member in charge of the Student's instruction and by the Medical Center Coordinator. The paper evaluation form shall be emailed to the Office of Clinical Studies or forwarded to the Office of Clinical Studies, c/o University Support Services, LLC, 3500 Sunrise Highway, Building 300, Great River, New York 11739, within two (2) weeks of the completion of the rotation. The Medical Center will maintain, for a period not less than seven (7) years, a confidential copy of the complete records. A copy of each confidential student record shall be provided to the Office of Clinical Studies upon the completion of the student's rotation(s) at the Medical Center. Each student's academic accomplishments will be ultimately evaluated by the University, which will award the degree of Doctor of Medicine when each student successfully completes the course of medical study.

- E. Provide Health Insurance Portability and Accountability Act (HIPAA) training to Students whose clinical training assignments hereunder require such training in order to comply with County's policies.
- F. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health Services, and appropriate regulatory agencies.
- G. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference room space at the Medical Center for use by Students assigned for clinical learning experience.
- H. Allow Students to render only those services which are related to the objectives of the educational program and which the Students are competent to provide.
- I. Advise University of any changes in its personnel, operations, or policies, which may affect the clinical learning experience.
- J. Permit, upon reasonable request and subject to all applicable laws, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by the University and/or agencies charged with the responsibility for accreditation of the education program. The University and Medical Center may arrange periodic visits to ensure that the clinical training conforms to the University's Clinical Training Manual and to discuss any administrative matters.
- K. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by the person to whom such services are rendered at the Medical Center's usual and customary rate.
- L. Retain ultimate professional and administrative accountability for patient care.
- M. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
- N. The Medical Center will recommend to the University the withdrawal of a Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Medical Center, or (b) the behavior of the Student fails to conform to the applicable policies and procedures of the Medical Center. The Medical Center will assist the University, if necessary, in implementing this recommendation.
- O. The Medical Center reserves the right, exercisable in its reasonable discretion, to exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the Medical Center.
- P. Design, develop, implement and maintain a clinical research program at Medical Center and provide necessary curricula for house staff and attending physicians on the principles of clinical research.
- Q. Required Data

To allow the University to fulfil its varying accreditation requirements and to facilitate the University's management of all University students, the Medical Center shall provide the following data, as available:

Data	Timing
Start dates, end dates, and disciplines for planned required rotations and elective rotations	Rotation information will be provided pursuant to the terms of this Agreement
Teaching faculty/preceptor contact information (to facilitate entry into UNIVERSITY systems)	At rotation start dates
Maximum capacity for UNIVERSITY students per required or elective rotation (per discipline)	All guaranteed numbers are noted in Section I.J of this Agreement
Number of students from other medical schools/other health professions rotating in the same disciplines as SGU students	Numbers will be provided at the conclusion of an academic year, upon request
HOSPITAL limitations on students (e.g. Visa requirements)	Not applicable
ACGME codes relevant to each required rotation and elective rotation	Within 30 days of a change
ACMGE sponsoring institution (HOSPITAL or other) and other participating sites	Within 30 days of a change
ACGME structure changes	Within 30 days of a change
HOSPITAL demographic data, including name, address, health system affiliation, etc.	Within 30 days of a change
Available student resources, e.g. call rooms, study spaces, lockers/secure storage space, library resources, IT resources, etc.	Within 30 days of a change

R. Environmental Hazard Exposures.

The Medical Center agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Medical Center, the Medical Center, upon notice of such incident from the Student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by the Medical Center's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Medical Center does not have the resources to provide such emergency care, Medical Center will refer such student to the nearest emergency facility. The University will define, for its medical students, who bears financial responsibility for any charges generated in its reasonable discretion, whether it be the Student or University.

S. Education Resources and Learning Environment

- a. The Medical Center has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Medical Center will provide students and faculty with reasonable access to appropriate resources for medical student education including: a) access to patients at Medical Center facilities in an appropriately supervised environment, in which the Students can complete the University's curriculum; b) Student security badges or other means of secure access to patient care areas; c) access and required training for Students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical

students' personal items when at the Medical Center; and f) access to call rooms, if necessary.

- b. The University, including its faculty and Students and the Medical Center share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. The Medical Center shall take steps to inform its faculty and staff who interact with students of the University expectations set forth in Exhibit B, and communicate student violations to the University. University agrees to require its students to adhere to the expectations set forth in Exhibit B.

III. Number of Guaranteed Slots and Compensation

A. ROTATIONS

The University Students participating in the clinical program under this Agreement shall be assigned to the following rotations by the Medical Center Coordinator in the following numbers for each academic year during the term of this Agreement.

ROTATION	NUMBER OF GUARENTEED SLOTS	LEARNER LEVEL
(a) Emergency Medicine	3	MSIV
(b) Family Medicine	5	MSIII
	3	MSIV
(c) Internal Medicine	3	MSIII
(d) Obstetrics/Gynecology	2	MSIII
(e) Pediatrics	3	MSIII
	2	MSIV
(f) Surgery	6	MSIII
	2	MSIV

Additional rotations may be available at the discretion of the Medical Center, subject to the approval of the Medical Center Designated Institutional Officer (DIO) or Medical Center Hospital Director. All clinical rotations must be coordinated through the Medical Student Coordinator in the Medical Center Graduate Medical Education Office and are subject to weekly compensation rates denoted in Section III of this Agreement.

All clinical rotations must be conducted on medical specialties that are part of an Accreditation Council for Graduate Medical Education ("ACGME") approved residency program at the Medical Center. Failure of the Medical Center to maintain certification with ACGME in a specialty for which Students are rotating under this Agreement will allow University to terminate this Agreement with respect to that particular specialty with thirty (30) days written notice to the Medical Center.

B. COMPENSATION

For services relating to administration and coordination of the training of University Students at Medical Center, University agrees to pay the Medical Center as follows:

- 1. The University shall pay the Medical Center \$350.00 per week for each 3rd year Student rotation and \$200.00 per week for each 4th year Student rotation. Compensation shall be provided by the Medical Center based on the number of students who rotate on the service.

Medical Center shall bill University for the foregoing on a quarterly basis. Payment shall be made by University to Medical Center within forty-five (45) days of invoice.

2. The University shall also make payment to Medical Center for the following:

- Support for ARMC Destinated Institutional Official \$ 30,000 per academic year
- ARMC Simulation Lab Fund \$200,000 per academic year
- GME Education Fund \$100,000 per academic year
- Support for ARMC Office of Research and Grants/IRB \$100,000 per academic year

Medical Center shall bill University for the foregoing on a quarterly basis. Payment shall be made by University to Medical Center within forty-five (45) days of invoice.

Based on the guaranteed rotation slots denoted in Section III(A) under this Agreement, the following estimated yearly amount will be provided to the following services each academic year if all denoted slots are fully utilized.

Internal Medicine	\$49,350
General Surgery	\$117,500
Family Medicine	\$110,450
Pediatrics	\$68,150
OBGYN	\$32,900
Emergency Medicine	\$49,350
Total Estimated Rotation Payments	\$427,700 per academic year

Annual Total Compensation:

Total Estimated Rotation Payments:	\$427,700 per academic year
Support for ARMC Destinated Institutional Official	\$ 30,000 per academic year
ARMC Simulation Lab Fund	\$200,000 per academic year
GME Education Fund	\$100,000 per academic year
<u>Support for ARMC Office of Research and Grants/IRB</u>	<u>\$100,000 per academic year</u>
TOTAL	\$857,700 per academic year

- C. Any additional 3rd year rotation beyond those denoted in Section III(A) shall be paid by University at the rate \$350.00 per week per Student to be billed by the Medical Center quarterly in arrears. Payment shall be made by University to Medical Center within forty-five (45) days of invoice.
- D. Any additional 4th year student rotations beyond those denoted in Section III(A) shall be paid at the rate of \$200.00 per week per Student to be billed by the Medical Center quarterly in arrears. Payment shall be made by University to Medical Center within forty-five (45) days of invoice.
- E. All payments received by the Medical Center under this Agreement for the Simulation Lab Fund shall be used exclusively by the Medical Center, at its discretion, for services related to simulation training at the Medical Center.
- F. All payments received by the Medical Center under this Agreement for the GME Education Fund shall be used exclusively by the Medical Center, at its discretion, for services related to resident education.

IV. Insurance:

- A. **University:** University agrees to maintain adequate comprehensive general liability and insurance covering students who are receiving clinical training at Medical Center for the term of the Agreement:

The University agrees to provide insurance set forth in accordance with the requirements herein. If the University uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the University agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the University shall secure and maintain throughout the contract term the following types of 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 University and all risks to such persons under this Agreement.

If University has no employees, it may certify or warrant to the 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.

2. Comprehensive General Liability Insurance - The University shall carry General Liability Insurance covering all operations performed by or on behalf of the University 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.

3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hire and non-owned automobiles or symbol 1 (any auto). The policy 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 Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

4. 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.

5. Professional Liability – Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

6. Abuse/Molestation Insurance – University shall have abuse or molestation insurance providing coverage for all employees, agents, and Students for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
7. Additional Insured – All policies, except for 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 scope of this Agreement. 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 Addition Insured (Form B) endorsement form ISO, CG 2010.11 85.
8. Waiver of Subrogation Rights – The University shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the University and University’s employees or agents from waiving the right of subrogation prior to a loss or claim. The University hereby waives all rights of subrogation against the County.
9. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
10. Severability of Interests – The University agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the University and the County or between the County and any other insured or additional insured under the policy.
11. Proof of Coverage – University shall furnish Certificates of Insurance to the Medical Center evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of this Agreement hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Medical Center, and University shall maintain such insurance from the effective date of this Agreement until the termination of this Agreement. Within fifteen (15) days of the effective date of this Agreement, the University 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.

12. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
13. Deductibles and Self-insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to an approved by Risk Management.
14. 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 University.
15. 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 above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

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

Any failure, actual or alleged, on the part of 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.

- B. **County:** County is a self-insured public entity for purposes of professional liability, general 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 arising out of County’s performance of this Agreement.

County, upon the execution of this Agreement, shall furnish University with certificates of self-insurance evidencing compliance with all requirements.

The above insurance shall state that the same may not be altered or canceled to University’s detriment without thirty (30) days prior written notice to University. It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of County. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and employees.

County further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the University and County, against other insurable hazards relating to performance. Prior to the commencement of this Agreement, County agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage

requirements. County agrees that it will give University thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage

V. Indemnification:

- A. University shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of University, its officers, employees, agents, and Students.
- B. County shall indemnify and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
- C. In the event that University or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the University and/or County shall indemnify the other to the extent of its comparative fault.
- D. The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.

VI. Cooperation in Disposition of Claims:

County and University agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. University shall be responsible for discipline of Students in accordance with University's applicable policies and procedures. Subject to all applicable laws, County and University shall have reasonable and timely access to the medical records, charts, and other documents related to services provided under this Agreement; provided, however, that nothing shall require either County or University to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-product Privilege

VII. Status of County and University:

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 and University and their employees, partners, or agents, but rather is an Agreement by and among independent contractors, which are County and University.
- B. Instructors, if applicable, and Students and other University personnel are present at the Medical Center only for educational purposes, and such Instructors, if applicable, and Students and personnel are not to be considered employees or agents of the County 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.

VIII. Confidentiality of Information:

All information obtained and records created, which pertain to patients to whom care/service is provided shall remain confidential and the sole property of the Medical Center. Prior written approval of the Medical Center shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law.

IX. 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.

X. Compliance with Immigration Laws:

The parties hereby certify that they shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. The parties further certify that they have obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services under this Agreement, hired after November 5, 1986.

XI. Assurance of Non-Discrimination:

The University and the County, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap or any other protected class in any policies, procedures or practices.

XII. Assignment:

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

XIII. 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 the County or the University. 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.

XIV. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior 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 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.

XV. 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. Any action arising hereunder shall be venued exclusively in the San Bernardino County Superior Court, San Bernardino District.

XVI. Counterparts:

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

XVII. 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.

XVIII. Excluded Providers:

If applicable, University 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.

University 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 University 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>.

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

University shall immediately notify ARMC'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.

XIX. Term and Termination:

This Agreement shall be effective July 1, 2022, through June 30, 2025, with one (1) two (2) year renewal option upon written agreement by both parties. However, this Agreement may be terminated, with or without cause, by either party after giving the other party 180 calendar 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 the County shall not be effective, at the election of University, as to any Student who at the date of mailing of said notice was participating in the clinical learning experience until such Student has completed the Program for the then current academic term unless permitting the Student to continue will adversely affect (1) the Medical Center's licensure status, (2) the accreditation of the Medical Center or its residency programs, or (3) the operations of or patient care at the Medical Center.

XX. Notices:

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:

County of San Bernardino
Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: Hospital Director

Saint George's University Limited
Attn: Office of General Counsel
C/O University Support Services
3500 Sunrise Highway, Building 300
Great River, NY 11739

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

XXI. Authorization:

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

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY on behalf of
Arrowhead Regional Medical Center

▶

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

SAINT GEORGE'S UNIVERSITY LIMITED

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

By ▶ _____
(Authorized signature - sign in blue ink)

Name Dawne Buckmire

(Print or type name of person signing contract)

Title VP, Business Administration

(Print or Type)

Dated: _____
University Centre

Address _____
Grenada, West Indies

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ _____
Charles Phan, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____
William L. Gilbert, Director

Date _____