



Contract Number

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	William L. Gilbert, Director
Telephone Number	(909) 580-6150

Contractor	Chamberlain University
Contractor Representative	Stephanie Robles
Telephone Number	630-353-8708
Contract Term	5 years
Original Contract Amount	Non-Financial
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED, AS FOLLOWS:

This Agreement is entered into by and among the County of San Bernardino, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and, Chamberlain University - Nursing Programs, hereinafter referred to as "School."

WITNESSETH

WHEREAS, the School has the need of additional facilities for clinical training and research for its School of Nursing students, hereinafter referred to as "Students"; and

WHEREAS, the Medical Center operates a site which is suitable for the clinical training and research for Students; and

WHEREAS, it is of mutual benefit to the parties that the Students use 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 School:

The School will -

- A. Designate a faculty member of the School 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. Provide and maintain the records and reports of its Students during their clinical learning experiences.
- C. Inform Students of all applicable policies and procedures of the Medical Center. The Medical Center Coordinator shall notify the School Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with School's applicable policies and procedures as referred to below.
- D. Require that School Students and faculty will follow all of the regulatory requirements stipulated by Medical Center.
- E. Provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
- F. Provide to the Medical Center upon written request verification of the immunizations, diagnostic tests, and examinations performed to document Students' freedom from communicable disease as required by Medical Center policy in effect at the time of assignment to the Medical Center.
- G. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively. 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.
- H. Provide to the Medical Center verification that each Student, and Instructors meet Medical Center background check requirements for students, as follows:
 - 1. Prior to Student(s) starting their training assignment at Medical Center, all Student(s) and on-site faculty/Instructors who will be on Medical Center premises must complete a background check in accordance with Medical Center policy and any applicable state law. The results of the background check must contain clearance for the past seven (7) years and must include at least the following:
 - a. All names
 - b. All counties (San Bernardino County, California required) of residence for the past seven (7) years
 - c. Social Security Number
 - d. Sex Offender Database
 - e. Office of Inspector General (OIG/GSA).
 - 2. Only Student(s) and on-site faculty/Instructors 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 except infraction traffic 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

I. 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 will be provided to the Medical Center.

J. Withdraw a Student from the clinical program at the Medical Center if, after the consultation in accord with Section II. M. below, the School determines such action to be warranted.

A. Meet the expectations identified below, relative to the safe quality provision of care, treatment, and/or service:

- 1. Abide by applicable law, regulation, and School policy in the provision of care, treatment, and service.
- 2. Abide by applicable standards of accrediting and certifying agencies to which the School itself must adhere.
- 3. Provide a level of care, treatment, and service that would be comparable had the School provided such care, treatment, and service itself.
- 4. Actively participate in the School'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 School Coordinator, a Coordinator who will meet and plan with the School Coordinator the clinical activities and assignments of the Students. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students.
- B. Permit access for Students and Instructors to the clinical facilities as necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center.
- C. 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.
- D. Provide the Student(s) and the School an orientation to the Medical Center, including, without limitation, its rules, regulations, administrative policies, standards and practices and, if applicable, appropriate OSHA training relevant to the Student's training at the Medical Center.
- E. 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.

- F. 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.
- G. 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.
- H. Advise School of any changes in its personnel, operations, or policies, which may affect the clinical learning experience.
- I. Permit, upon reasonable request, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by agencies charged with the responsibility for accreditation of the education program.
- J. 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.
- K. Retain ultimate professional and administrative accountability for patient care and supervise all contact between Student(s) and patients.
- L. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
- M. The Medical Center will recommend to the School 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 School, if necessary in implementing this recommendation.
- N. The Medical Center reserves the right, exercisable in its discretion after consultation with the School in accord with Section I. J. above, 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 said Medical Center.
- O. Upon request, and as appropriate and subject to approval of the Medical Center, collaborate with School faculty and students on clinical research projects.
- P. Take all reasonable measures to guard against improper disclosure of information in its possession, whether generated by Medical Center or School, regarding the School's Students who train at the Medical Center pursuant to this Agreement and will comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment. School will not be obligated to provide any Student information to Medical Center except as permissible under FERPA. Medical Center agrees that any educational record of any Student that is generated or maintained in Medical Center's custody during the clinical training, including but not limited to Student evaluations and Student attendance records, are owned by School and will be provided to School following completion of the clinical training or upon the reasonable request of School or Student(s).

III. Insurance:

- A. School 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 School agrees to provide insurance set forth in accordance with the requirements herein.

Without in any way affecting the indemnity herein provided and in addition thereto, the School shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance 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 providing services on behalf of the School and all risks to such persons under this Agreement.

School agrees to maintain Worker's Compensation insurance as required under California State Law covering all persons providing services on behalf of School, including Students.

2. Comprehensive General Liability Insurance - The School shall carry General Liability Insurance covering all operations performed by or on behalf of the School, providing coverage for bodily injury and property damage with a limit of one million dollars (\$1,000,000) per occurrence or claim and two million (\$2,000,000) in the aggregate.

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

3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the School 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 of one million (\$1,000,000) per claim and three million (\$3,000,000) aggregate, which includes coverage for the acts and omissions of the Students while training at the Medical Center.

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 two (2) years after contract completion.

6. Additional Insured – All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit

the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy.

7. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance programs carried or administered by the County.
8. Proof of Coverage – School shall furnish Certificates of Insurance to the County Department administering the Agreement evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder. Such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and School shall maintain such insurance from the time School commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the School 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.
9. 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”.
10. 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.
11. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Manager 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.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement.

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 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 School with certificates of self-insurance evidencing compliance with all requirements.

County agrees to maintain Workers’ Compensation as required under California State Law.

The above County insurance shall state that the same may not be altered or canceled to School detriment without thirty (30) days prior written notice to School. It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of County..

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 School 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 School thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage

IV. Indemnification:

- A. School shall defend, indemnify and hold County, its officers, and employees harmless from and against 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 School, its officers, employees, and Students.
- B. County shall indemnify and hold School, its officers, and employees harmless from and against 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.

V. Cooperation in Disposition of Claims:

County and School 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. School shall be responsible for discipline of Students in accordance with School's applicable policies and procedures. To the extent allowed by law, County and School shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided under this Agreement; provided, however, that nothing shall require either County or School 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

VI. Status of County and School:

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 School and their employees, partners, or agents, but rather is an Agreement by and among independent contractors, which are County and School.
- B. Instructors and Students and other School personnel are present at the Medical Center only for educational purposes, and such Instructors 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.

VII. 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. The School and its faculty and County employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8, as may be modified, supplemented and amended from time to time (“HIPAA”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (which are known as the HIPAA Privacy and Security Rules, pursuant to the Health Information Technology for Economic and Clinical Health Act, or “HITECH”). The School will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, HIPAA.

VIII. 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.

IX. 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.

X. Assurance of Non-Discrimination:

The School 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.

The School and the County shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 (“ADA”), which became effective as of January 1, 2009, Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and Title IX, and shall cooperate to ensure that applicable Student(s) receive reasonable accommodations.

Unless otherwise required by law, School shall be notified by County of any internal or external allegations or reports of misconduct pertaining to a Student’s experience during the course of the clinical experience (pertaining to Medical Center premises or Medical Center’s operations), including but not limited to sexual harassment complaints and ethic investigations. In the instance a Student notifies the School of sexual misconduct by a preceptor, an agent or employee of the County, or another Student in the program, pursuant to Title IX of the Education Amendments of 1972 (“Title IX”), the School will investigate and parties will make reasonable efforts to cooperate with the investigation. Parties agree to meet and confer regarding any investigations pertaining to any Student(s), preceptor(s), agents, or employees of the County.

XI. Assignment:

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

XII. 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 School. 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.

XIII. 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.

XIV. 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 under this Agreement shall be brought in the San Bernardino County Superior Court.

XV. 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.

XVI. 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.

XVII. Excluded Providers:

School 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 is 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.

School shall screen all current employees, for eligibility against the OIG's List of Excluded Individuals/Entities to ensure that ineligible persons are not employed. The OIG's website can be accessed at: <http://oig.hhs.gov/fraud/exclusions.asp>.

School shall have a policy regarding sanctioned or excluded employees that includes the requirement for these individuals to notify the School should the individual become sanctioned or excluded by OIG.

School shall immediately notify ARMC's Chief Compliance Officer should an employee become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this Agreement.

XVIII. Term and Termination:

- A. This Agreement shall be effective August 26, 2020 through August 25, 2025. However, this Agreement may be terminated, with or without cause, by either party after giving the other party ninety (90) 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 School, 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.
- B. Any written notice given under this Section XVIII 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: Director

Chamberlain University
500 W. Monroe St. Suite 28
Chicago, IL 60661
Attn: Clinical Contracts Dept.
Email: clinicalcontracts@chamberlain.edu
Telephone: (630) 487-4350
Fax: (877) 722-9248

With a copy to:
Adtalem Global Education, Inc.
500 W. Monroe St., Suite 28
Chicago, IL 60661
Attn: General Counsel
Email: atgelegalnotices@adtalem.com
Fax: (630) 515-4555

XIX. Authorization:

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

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year first written above.

*** SIGNATURE PAGE FOLLOWS ***

COUNTY OF SAN BERNARDION 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
of the County of San Bernardino

By _____
Deputy

CHAMBERLAIN UNIVERSITY

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

DocuSigned by:

Terri Toomey

6D3CA40A-4B1C-447C-9A1C-4A4A4A4A4A4A
Authorized signature - sign in blue ink)

Name Terri Toomey

(Print or type name of person signing
Agreement)

Title Senior Manager, Experiential Learning Operations

(Print or Type)

Dated: 8/12/2020

Address 500 W. Monroe
St. Suite 28
Chicago, IL
60661

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Charles Phan, Deputy County Counsel	▶ _____	▶ William Gilbert, Hospital Director
Date _____	Date _____	Date _____

