

AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is made and entered into by and between San Bernardino County on behalf of Arrowhead Regional Medical Center (hereinafter referred to as “SCHOOL”) and The Regents of the University of California (hereinafter referred to as “University”) on behalf of its David Geffen School of Medicine at UCLA (“UCLA”). UCLA and SCHOOL may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. SCHOOL provides graduate medical educational program(s) (the “Program”) for its for resident physicians and fellows (hereinafter collectively referred to as “Trainees”) and desires access to facilities in which Trainees can obtain broader clinical learning experiences.

B. The Accreditation Council for Graduate Medical Education (“ACGME”) establishes and oversees the requirements for graduate medical education programs.

C. UCLA maintains healthcare facilities which can be used to furnish clinical experience to Trainees, and is willing to make such facilities available to SCHOOL’s Trainees in the Program as set forth in the Program Letter of Agreement (“PLA”) for each Program with rotations under this Agreement.

D. It is in the mutual interest and benefit of the Parties that Trainees obtain their clinical experience at UCLA’s facilities in accordance with the requirements of the ACGME.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

1. GENERAL RESPONSIBILITIES.

1.1 UCLA shall provide the clinical experience for the Trainees in SCHOOL’s Program at UCLA facilities as set forth in this Agreement and the PLA for each Program, at the dates and times only as mutually agreed to by the Parties. Individual PLAs for each Program with rotations under this Agreement may be executed from time to time by the Program Director, Site Director, and Designated Institutional Officials of the Parties. Unless otherwise specified in the PLA, all PLAs executed between the parties during the term of this Agreement shall be subject to the terms and conditions of this Agreement. To the extent of any inconsistencies between a PLA and this Agreement, this Agreement shall control.

1.2 The Trainees shall be regularly enrolled in SCHOOL's Program and meet any educational requirements of SCHOOL before participating in the clinical training at UCLA. Trainees shall be held accountable to both UCLA and the SCHOOL to comply with all rules and regulations of the UCLA facilities.

2. SCHOOL RESPONSIBILITIES.

2.1 SCHOOL shall establish the educational goals and objectives of its graduate medical education programs in a manner consistent with the standards and requirements set forth by SCHOOL and the ACGME for program accreditation. Such goals and objectives shall reflect SCHOOL's commitment to providing education and training programs to Trainees.

2.2 SCHOOL shall designate members of its faculty to provide coordination, oversight and direction of Trainees' educational activities and assignments while at UCLA. Such persons shall include Program Directors, who shall also act as liaison with UCLA. Program Directors shall be certified by the specialty board in the appropriate discipline or shall possess suitable equivalent qualifications as an instructor, clinician and administrator as determined by SCHOOL.

2.3 SCHOOL shall cooperate with UCLA in coordinating and reviewing work schedules of Trainees while at UCLA. Such schedules shall be completed in a timely manner and shall reflect the SCHOOL's educational missions and shall not be compromised by an excessive reliance of Trainees to fulfill institutional service obligations. SCHOOL shall ensure that its graduate medical educational programs provide appropriate supervision for all Trainees, as well as duty hours schedule and a work environment that is consistent with proper patient care, the educational needs of Trainees, ACGME requirements, and the applicable Program requirements. SCHOOL shall ensure that each of its educational programs establishes formal policies governing the duty hours for Trainees to promote medical education and facilitate patient care. SCHOOL shall provide services and develop systems to minimize the work of Trainees that is extraneous to their educational program(s).

2.4 SCHOOL shall recruit and select Trainees who are appropriately credentialed, licensed, or otherwise authorized to participate SCHOOL's Program.

2.5 SCHOOL shall provide the number and names of Trainees and their assignments to UCLA sufficiently in advance to allow for convenient planning of duty schedules.

2.6 SCHOOL shall develop and implement a mechanism for determining evaluation of the performance of Trainees to include, where appropriate, input from the UCLA.

2.7 SCHOOL shall maintain records and reports concerning the education of

Trainees and of Trainees' time spent in various educational activities referred to in this Agreement, as may be required by SCHOOL, UCLA, ACGME, and/or for compliance with the regulations, guidelines, and policies of third-party payors.

2.8 SCHOOL shall require assigned Trainees to:

- 2.8.1 Comply with UCLA's applicable Medical Staff Bylaws & Rules and Regulations, policies, procedures and guidelines, state and federal laws and regulations, and the standards and regulations of The Joint Commission ("TJC"), the ACGME, and the ethical standards of the American Medical Association;
- 2.8.2 Participate, to the extent scheduled or otherwise requested by a Party and approved by the other Party, in activities and assignments that are of educational value and that are appropriate to the course and scope of the Party's Program, consistent with the requirements of ACGME;
- 2.8.3 Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury; and
- 2.8.4 Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by UCLA. The medical record shall, at all times, remain the property of UCLA.

2.9 Any disciplinary action to be taken against a Trainee, including but not limited to the termination, suspension, etc. of a Trainee from a Training Program, shall be the sole responsibility of SCHOOL. The SCHOOL shall cooperate with UCLA in such disciplinary process as set forth in Section 3.11, below.

2.10 SCHOOL shall instruct Trainees that they are required to provide proof to UCLA that they meet the requirements for UCLA's basic infectious disease review, which shall include health status reports for each Trainee assigned to clinical training, records of proof of immunization against common communicable diseases, a tuberculosis screening, and any other requirements identified by UCLA. Any exception to this provision must be approved by UCLA before placement for the Trainee. UCLA retains the right to remove any Trainee who does not meet the standards of the basic infectious disease review.

2.11 SCHOOL shall ensure that the Trainees maintain health insurance coverage during their entire clinical rotation at UCLA.

3. UCLA RESPONSIBILITIES.

3.1 UCLA shall maintain adequate staff, facilities, and faculty at its

premises to meet the educational goals and objectives of SCHOOL's Program in a manner consistent with the standards and requirements established by SCHOOL, the ACGME and the TJC. UCLA shall provide coordination, oversight and direction of Trainees' educational activities and assignments so that Trainees receive progressively increasing responsibility according to their education, ability and experience.

3.2 UCLA shall conduct formal quality assurance programs and review patient complications and deaths as follows:

- 3.2.1 All Trainees shall receive instruction in quality assurance/performance improvement. To the degree possible and in conformance with state and federal law, Trainees shall participate in appropriate components of UCLA's quality assurance/performance improvement program.
- 3.2.2 As part of the educational program, autopsies should be performed whenever possible and appropriate. A sufficient number of autopsies, representing an adequately diverse spectrum of diseases, should be performed to provide an adequate educational experience and to enhance the quality of patient care.
- 3.2.3 Have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness, and care. The medical records system must be adequate to support the education of Trainees and quality-assurance/performance improvement activities and to provide a resource for scholarly activity.

3.3 UCLA shall designate, after consultation with SCHOOL, a person to coordinate Trainees' duty schedules and activities while at UCLA. Such person shall be the Program Coordinator and shall act as liaison with SCHOOL. The name of UCLA's Program Coordinator shall be provided to SCHOOL's Program Director.

3.4 UCLA shall implement duty schedules for Trainees in conjunction with SCHOOL's Program Director and in accordance with SCHOOL's educational goals and objectives.

- 3.4.1 UCLA shall promote the Program's educational goals. Trainees' learning objectives are not to be compromised by excessive reliance on Trainees to fulfill institutional service obligations. Duty hours, however, must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that Trainees are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

- 3.4.2 UCLA shall ensure that Trainee duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the Trainee. Duty hours shall be consistent with the institutional and ACGME program requirements that apply overall and to each program.

3.5 UCLA shall protect the health and safety of Trainees on rotation at UCLA by providing each Trainee with the following:

- 3.5.1 Orientation of the type and scope provided by UCLA to its new employees, including, but not limited to, information about UCLA's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
- 3.5.2 Instruction in UCLA's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in UCLA's protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants;
- 3.5.3 First Aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Trainee in the event of a needle stick injury or to other exposure of Trainee to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800)342-2437. The initial care and administration of testing and prophylactic therapy shall be paid for by UCLA. Subsequent care shall be paid for pursuant to the mutual agreement of the Parties; and
- 3.5.4 Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms, rest areas, and bathroom/shower facilities.

3.6 UCLA shall maintain its license as a general acute care facility and comply with all applicable laws, regulations, TJC, and ACGME requirements. UCLA shall notify SCHOOL within five (5) days of receipt of notice that UCLA is not in compliance with any such laws, regulations, TJC, or ACGME requirements.

3.7 UCLA shall permit inspection of its clinical and related facilities by

individuals charged with the responsibility for accreditation of SCHOOL and/or its residency programs.

3.8 With respect to any professional services performed by Trainee under this Agreement, UCLA agrees to inform SCHOOL and its Program Director as follows:

- 3.8.1 Immediately upon initiation of an investigation of a Trainee or SCHOOL faculty member;
- 3.8.2 Within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a Trainee or SCHOOL faculty member;
- 3.8.3 Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or Trainee has been named or in which a settlement is being proposed on their behalf; or
- 3.8.4 Prior to making a report to the National Data Bank or the Medical Board of California in which a SCHOOL faculty member or Trainee is named.

3.9 UCLA shall provide:

- 3.9.1 Adequate and appropriate food services and sleeping quarters for Trainees.
- 3.9.2 Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.
- 3.9.3 An effective laboratory, and radiologic information retrieval system for the appropriate conduct of the educational programs and quality and timely patient care.
- 3.9.4 Appropriate security measures to protect Trainees in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

3.10 UCLA shall cooperate and assist SCHOOL in the performance evaluation of Trainees while at UCLA if applicable, as identified in the PLA for each Program.

3.11 UCLA shall cooperate with and assist SCHOOL in investigating facts

which may serve as a basis for taking any disciplinary or academic action against a Trainee or SCHOOL faculty member. SCHOOL may, but need not, consult with UCLA concerning any proposed disciplinary action. UCLA agrees to abide by the SCHOOL's recommended disciplinary action against Trainee(s) or SCHOOL's faculty member. Notwithstanding the foregoing, UCLA shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at UCLA of any Trainee; provided, however, that UCLA will not take any action against Trainees in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated Trainee with another Trainee as soon as possible.

4. TERM AND TERMINATION.

4.1 The term of this Agreement shall become effective upon execution and shall continue in effect for five (5) years unless terminated earlier.

4.2 Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either Party upon at least ninety (90) days' prior written notice to the other Party. In the event of termination without cause by UCLA, UCLA may determine, in its sole discretion, whether to extend the effective date of termination to allow for completion of the current Trainees' rotation.

4.3 In the event of a material breach of this Agreement, the aggrieved Party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching Party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.

5. INSURANCE.

SCHOOL and UCLA are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

6. INDEMNIFICATION.

6.1 SCHOOL agrees to indemnify, defend (with counsel reasonably approved by UCLA) and hold harmless UCLA and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from SCHOOL's negligent acts or omissions which arise from SCHOOL's performance of its obligations under this Agreement.

6.2 UCLA agrees to indemnify, defend (with counsel reasonably approved by SCHOOL), and hold harmless SCHOOL and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting

from UCLA's negligent acts or omissions which arise from UCLA's performance of its obligations under this Agreement.

6.3 In the event SCHOOL and/or UCLA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, SCHOOL and/or UCLA shall indemnify the other to the extent of its comparative fault.

7. STATUS OF TRAINEES.

7.1 It is expressly agreed and understood by UCLA and SCHOOL that Trainees are present at UCLA's facilities to participate in activities and assignments that are of educational value to Trainees, and that are appropriate to the course and scope of SCHOOL's Program and consistent with the requirements of the ACGME.

7.2 UCLA and SCHOOL shall ensure that Trainees have the opportunity to:

7.2.1 Develop a program of learning to foster continued professional growth with guidance from the teaching staff.

7.2.2 Participate in safe, effective, and compassionate patient care, under supervision, commensurate with their level of advancement and responsibility, as determined by UCLA.

7.2.3 Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other Trainees and students.

7.2.4 Participate, as appropriate, in UCLA's programs and medical staff activities and adhere to established practices, procedures, and policies of SCHOOL and UCLA.

7.2.5 Submit to UCLA's Program Coordinator confidential written evaluations of the faculty and of the educational experiences.

7.3 It is understood that Trainees (and SCHOOL Instructors, if applicable) are not covered by UCLA's workers' compensation programs and are not covered by UCLA's insurance programs.

During the period in which a Trainee is assigned to UCLA, the Trainee and the SCHOOL Instructor, if applicable, shall be subject to the direction and control of UCLA supervisors.

8. RESERVED.

9. DISCRIMINATION – PROHIBITION.

SCHOOL and UCLA agree not to discriminate in the selection or acceptance of any Trainee pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or University policy.

10. COOPERATION.

SCHOOL and UCLA 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 or in the operation of the Program. 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 Trainees in accordance with SCHOOL's applicable policies and procedures.

To the extent allowed by law, SCHOOL and UCLA 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 pursuant to this Agreement; provided, however, that except where required by Federal law, neither SCHOOL nor UCLA shall disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege, under the Attorney Work-Product Privilege, or under Section 5705 of Title 38, United States Code.

11. PATIENT RECORDS.

Any and all of UCLA's medical records and charts created at UCLA's facilities as a result of performance under this Agreement shall be and shall remain the property of UCLA. SCHOOL understands and agrees that it will require all of its Trainees (and SCHOOL Instructors if applicable) rotating through UCLA facilities to maintain the confidentiality of all patient medical records and charts in accordance with UCLA policies and procedures and all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"). SCHOOL agrees that Trainees (and SCHOOL Instructors if applicable) shall comply with any UCLA training or education required to comply with HIPAA or other applicable laws.

12. INTERRUPTION IN SERVICE.

Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

13. NO ASSIGNMENT.

Neither Party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

14. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

15. WAIVER.

Waiver by either Party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

16. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties. SCHOOL and UCLA agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

17. GOVERNING LAW/VENUE.

This Agreement shall be governed in all respects by the laws of the State of California. Venue shall be in the state or federal courts of California.

18. NOTICES.

Whenever notice is required or permitted to be given hereunder, such notice shall be in writing and shall be deemed to have been given (i) upon personal delivery, or (ii)

twenty-four (24) hours following deposit for overnight delivery with a nationally recognized courier service, or (iii) forty-eight (48) hours following deposit in the United States mail, first class, postage prepaid, certified or registered mail, return receipt requested to the Parties at the addresses set forth below or such other addresses as either Party may provide to the other from time to time in the manner set forth herein.

UCLA:

David Geffen School of Medicine at UCLA
885 Tiverton Drive, Suite 400
Los Angeles, CA 90095
Attn: Vice Dean of Education

SCHOOL:

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

19. **ENTIRE AGREEMENT.**

This Agreement contains all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersede any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

20. **USE OF NAME.**

SCHOOL agrees that any use of the “UCLA” or the “University of California” name, or other similar references to the University of California, Los Angeles, its physicians, or facilities, shall be subject to the prior written approval of The Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000. Notwithstanding the foregoing, UCLA understands that SCHOOL is a public entity subject to the Brown Act and that references to “UCLA” or the “University of California” name may be used in materials made available to the public as required by California law for approval of this Agreement.

21. **NO EXCLUSION.**

Each party represents and warrants that it and its respective representatives (including Trainees and SCHOOL Instructors, if applicable) are not: (1) currently excluded, debarred, or disqualified by any federal governmental agency or program or otherwise ineligible from receiving federal contracts or assistance; (2) present on the exclusion database of the Office of the Inspector General or the Government Services Administration; or (3) convicted of a criminal offense related to the provision of health care or under investigation for any of the above circumstances.

22. **LEGALITY AND SEVERABILITY.**

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

23. ENTIRE AGREEMENT.

This Agreement, and other documents incorporated herein, represents 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.

24. 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.

SIGNATURES APPEAR ON NEXT PAGE

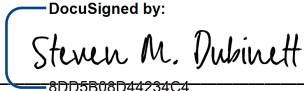
IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties hereto on the dates indicated below.

SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER
("SCHOOL")

By: _____ Date: _____

Dawn Rowe
Chair, Board of Supervisors

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE DAVID
Geffen School of Medicine at UCLA ("UCLA")

By:  _____ Date: 29-Apr-2025 | 21:01 PDT
Steven M. Dubinett, MD
Dean, David Geffen School of Medicine at UCLA