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Contract Number

22-406

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William L. Gilbert
(909) 580-6150

Contractor

University of Southern California on
behalf of its Keck School of
Medicine

Contractor Representative

Erica McCall

Telephone Number

(310) 951-3788

Contract Term

July 1, 2022 through June 30, 2027

Original Contract Amount

Non-Financial

Amendment Amount

Total Contract Amount

Cost Center

Briefly describe the general nature of the contract: Non-financial Affiliation Agreement with the University of Southern California, on behalf of its Nurse Anesthesia Program at its Keck School of Medicine, for nurse anesthetists to obtain clinical training at Arrowhead Regional Medical Center for the period of July 1, 2022 through June 30, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form


Charles Phan, Deputy County Counsel

Date 6/3/2022

Reviewed for Contract Compliance


Date

Reviewed/Approved by Department


William L. Gilbert, Director

Date 6/3/22

**USC NURSING
AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the University of Southern California, on behalf of its Nurse Anesthesia Program in the Department of Anesthesia at its Keck School of Medicine at USC ("School") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("County").

RECITALS:

A. School has graduate curriculum in Nursing and clinical experience is a required and integral component of those curricula.

B. County operates Arrowhead Regional Medical Center (ARMC), which includes an acute care hospital and several primary and specialty care clinics that provides comprehensive care to in-patients and/or outpatients and is licensed in the State of California ("State").

C. School desires to provide to its nurse anesthetist students a clinical learning experience (the "Program") through the application of knowledge and skills in actual patient-centered situations in an acute care health care setting.

D. County, on behalf of ARMC, has agreed to undertake training activities and to make ARMC available to identified nurse anesthetist students of School ("Students") for such purposes, on a non-exclusive basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- a. To establish the educational objectives for the Program and to implement the Program pursuant to these objectives.
- b. To assign Students to ARMC who meet the School's requirements and qualifications to participate in the Program and who meet ARMC's requirements to participate in training at its facility(ies).
- c. To appoint a faculty member as Program Director to administer the School's responsibilities related to the Program.
- d. To establish and maintain ongoing communication with ARMC's Clinical Coordinator, as defined below, regarding the Program.
- e. To notify the Program Director at a time mutually agreed upon, of the School's planned schedule of Student's assignments, including the names of the Students, level of academic preparation, and goals and objectives and length and dates of the clinical experiences.

- f. To confirm that Students obtain and maintain adequate health insurance coverage during the time that Students participate in the Program and to provide evidence of such coverage to ARMC, at ARMC's request.
- g. If applicable or where required by ARMC, to provide the students participating in the Program training regarding exposure to bloodborne pathogens.
- h. To ensure that all Students participating in the Program at ARMC will have and maintain professional liability insurance coverage in the amounts set forth below.
- i. To direct the assigned Students to comply with the existing pertinent policies, procedures, rules and regulations of ARMC and all reasonable directions given by qualified ARMC personnel.
- j. To inform ARMC in the event that a Student withdraws from the Program or otherwise is unable to complete the Program.
- k. To ensure that all Students have: (i) current measles, mumps, rubella, varicella, tetanus/diphtheria, and COVID-19 immunizations, except where exempt pursuant to ARMC/County policies; (ii) annual tuberculin clearances of either a negative PPD reading or, if there has been a positive PPD in the past, a chest x-ray within normal limits; (iii) a Hepatitis B Series or a signed waiver declining immunization; and (iv) current CPR certification. School shall provide satisfactory documentation of the foregoing when requested by ARMC.

2. **Health of Program Participants.** School shall provide to ARMC satisfactory evidence that each Student participating in the Program ("Program Participants") at ARMC is free from contagious disease and does not otherwise present a health hazard to ARMC patients, employees, volunteers or guests prior to his or her participation in the Program.

3. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

4. **RESPONSIBILITIES OF ARMC.**

- a. To cooperate with School in establishing and implementing the Program at ARMC.
- b. To designate as Clinical Coordinator the staff member who will be responsible for the supervision of the Students and the planning and implementation of the clinical experience at ARMC. The Clinical Coordinator shall meet the criteria established by the Commission on Colleges of Nursing Education (CCNE) and the State Board of Nursing in which the setting is located for supervising students.
- c. To provide clinical experiences in accordance with the mutually agreed upon goals and objectives of the program. On-site visits may be arranged when feasible and/or upon request by the School or Hospital, and will be subject to any limitations or restrictions imposed by applicable laws. ARMC shall advise the School of any changes in its personnel, operation or policies that may materially affect the Students' clinical experiences or the Program at ARMC.
- d. To ensure that Students are given duties commensurate with their skills and experience.
- e. To provide the physical facilities, resources, equipment, and all other items necessary to operate the Program at ARMC, including use of library facilities, reasonable work and storage space, as determined in the sole discretion of ARMC.
- f. To provide the assigned students with copy of ARMC's existing pertinent policies, procedures, rules, and regulations with which the Students are expected to comply.
- g. To make available, whenever reasonably necessary, emergency health care of the assigned Students, the cost of which shall be borne by the Students.
- h. To request the School to withdraw a Student from the Program at ARMC when Student's performance is unsatisfactory to ARMC or Student's behavior is disruptive to ARMC or its patients. ARMC shall state its reasons for requesting a Student withdrawal in writing to the Program's Program Director. It is understood that except as set forth in paragraph 12 below, only the School can withdraw a student from the Program at Health Care Setting.
- i. To immediately remove from and prohibit the re-entry to ARMC and its facilities any Student who poses an immediate threat or danger to personnel, patients, or visitors at ARMC or to the quality of services provided at ARMC, or where the conduct of a Student is disruptive or objectionable as determined in the sole discretion of ARMC. The Clinical Coordinator shall notify the Program Director prior to removing the student where appropriate, as determined by ARMC.

- j. To ensure that all person at ARMC Setting responsible for supervising Students hold an unrestricted license, in good standing, issued by the appropriate state or regional licensing board.
- k. To comply with all applicable federal, state, and local laws, ordinances, rules and regulations regarding the operation of the Program, including applicable laws, rules and regulations concerning the confidentiality of student records.
- l. To comply with all applicable requirements of any accreditation authority and to permit the authorities responsible for accreditation of School's curriculum to inspect the facilities, services, and other items provided by ARMC for purposes of the Program, subject to any limitations imposed by applicable law.
- m. To comply with all federal, state and local laws and ordinances concerning human subject research if Students participate in a research program as part of a research team.
- n. To retain full responsibility for ensuring that (i) all patient care services and procedures performed by Students comply with applicable federal, state and local laws, rules and regulations; (ii) Students are appropriately credentialed to perform each such service and procedure in accordance with ARMC rules and regulations, and (iii) all necessary consents are obtained prior to the furnishing of any clinical services by Students.
- o. To retain full responsibility for the care of patients at ARMC and maintain administrative and professional supervision of Students insofar as their presence affects the operation of ARMC and/or the direct and indirect care of patients.

5. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who are fulfilling specific requirements for clinical experiences as part of a degree requirement or otherwise and, therefore, School's students are not to be considered employees or agents of either County/ARMC or School for any purpose, including Worker's Compensation or employee benefit program.

b. Any courtesy appointments to faculty or staff by either the School or ARMC shall be without entitlement of the individual to compensation or benefits for the appointed party.

6. **DEBARMENT AND SUSPENSION.** Each party hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, each party represents and warrants that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Program.

8. **PATIENT PRIVACY.** The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations") and all applicable state laws on confidentiality of medical information. Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, the Federal Security Regulations, or applicable state laws of a patient's Protected Health Information or medical information which was previously disclosed to that party under this Agreement. Nothing in this Section shall require either party to waive the attorney-client, accountant-client, or any other applicable legal privilege.

9. **INSURANCE.** Without in anyway affecting the indemnity herein provided and in addition thereto, each party to this Agreement shall provide and maintain, at its own expense, a program of insurance or self-insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to the following:

9.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program as required by law.

9.2 Commercial/General Liability Insurance - General Liability Insurance covering all operations performed by or on behalf of School 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, at a minimum, broad form property damage (including completed operations), personal injury, contractual liability, and at least a \$2,000,000 general aggregate limit.

9.3 Professional Liability Insurance - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and three million (\$3,000,000) aggregate limits that provide coverage for the acts and omissions of the School, Students, School's employees, and any person acting on behalf of the School.

9.4 Abuse/Molestation Insurance – School 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.

All School insurance policies, as set forth above, except for Worker's Compensation and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named 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. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

School shall require the carriers of required coverages, with the exception of professional liability coverage, to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general liability insurance coverage provided shall not prohibit School and School's employees or agents from waiving the right of subrogation prior to a loss or claim. School hereby waives all rights of subrogation against the County, with the exception of professional liability claims.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

School 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 School and County or between County and any other insured or additional insured under the policy.

Upon request, each party shall furnish Certificates of Insurance to the other party evidencing the insurance coverage required under this Agreement. The certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the other party, and the parties shall maintain such insurance for the entire term of this Agreement.

In the event that any School policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, 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 County will be promptly reimbursed by School.

10. INDEMNIFICATION; RISK MANAGEMENT.

a. Each party agrees to defend, indemnify and hold harmless the other party from any and all liability, loss, damage, claim, fine or expense, including costs and attorneys' fees, arising from a breach by the Indemnifying Party of its duties and obligations under this Agreement or caused by the negligence or intentional acts of the Indemnifying Party, its employees or agents in performance of this Agreement. School also agrees to defend, indemnify and hold harmless the County, its employees, and its agents from any and all liability, loss, damage, claim, fine or expense, including costs and attorneys' fees, arising from the acts or omissions of any Student. This obligation shall survive the expiration or termination of the Agreement.

b. Where the parties are named as joint defendants in any claim or cause of action arising out of the Program, it is the intent of the parties to cooperate and coordinate in the areas of risk management and control, claims investigation and litigation to the extent practicable and within appropriate considerations of conflict of interest; provided, each party shall retain ultimate control of its own risk management and defense.

11. TERM AND TERMINATION.

a. **TERM.** The term of this Agreement ("Term") shall be five years (5) years commencing on July 1, 2022 through June 30, 2027, unless earlier terminated pursuant to the provisions of this Agreement.

b. **TERMINATION.** This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice, provided that all Students currently enrolled in the Program at ARMC at the time of notice of termination shall be given the opportunity to complete the Program for that academic quarter/semester at ARMC if deemed acceptable by ARMC. Notwithstanding the foregoing, if any Student is permitted to continue until the end of that academic quarter/semester, the School's indemnification obligations in this Agreement shall extend to any acts or omission of the Student during that period. The ARMC Director is authorized to terminate this Agreement on behalf of the County.

12. INDEPENDENT CONTRACTOR/NO AGENCY. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

13. ASSIGNMENT. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the School and County.

14. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California. All actions arising under this Agreement shall be venued exclusively in the San Bernardino County Superior Court, San Bernardino District.

15. NOTICE. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.

To County/ARMC:
Arrowhead Regional Medical Center
400 N. Pepper Avenue

To School:
University of Southern California
Keck School of Medicine of USC

Colton, CA 92324
Attn: Hospital Director

1975 Zonal Ave
Los Angeles, CA 90033
ATTN: Erica McCall, DNP, MPH, CRNA

16. **AUTHORITY TO SIGN/COUNTERPARTS.** The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

17. **NO THIRD PARTY BENEFICIARIES.** This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

18. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

19. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

20. **ADVERTISING.** No party shall use the name, logo, or likeness of the other in any advertising or promotional material without the prior written consent of the other party.


21. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

22. **LIMITATION ON LIABILITY.** To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.


23. **ENTIRE AGREEMENT.** This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

UNIVERSITY OF SOUTHERN CALIFORNIA

ON BEHALF OF ITS KECK SCHOOL OF MEDICINE OF
USC

By: 
Michael Nichol (May 3, 2022 14:26 PDT)
Name: Michael Nichol
Title: Assoc Vice Provost, Online Education
Date: May 3, 2022
Address:

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

By: Curt Hagman
Name: 
Title: Chairman, Board of Supervisors
Date: JUN 14 2022
Address:

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 
Lynna Monell
CLERK OF SUPERVISORS
SAN BERNARDINO COUNTY CA