

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

12-701

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Keck Graduate Institute of Applied Life Sciences on behalf of KGI School of Pharmacy and Health Sciences
Contractor Representative	
Telephone Number	
Contract Term	August 11, 2022 – August 10, 2027
Original Contract Amount	Non-Financial
Amendment Amount	
Total Contract Amount	Non-Financial
Cost Center	

Briefly describe the general nature of the contract: Non-Financial Affiliation Agreement with Keck Graduate Institute of Applied Life Sciences on behalf of KGI School of Pharmacy and Health Sciences for its students to obtain clinical training at Arrowhead Regional Medical Center, retroactively effective on August 11, 2022 through August 10, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 8/30/2022

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date 9/1/22

KGI EXPERIENTIAL EDUCATION AFFILIATION AGREEMENT

THIS PHARMACY EXPERIENTIAL EDUCATION AGREEMENT (“Agreement”) is made retroactively effective on August 11, 2022 by and between San Bernardino County on behalf of Arrowhead Regional Medical Center, (“FACILITY”), with its facility located at 400 N Pepper Ave, Colton CA 92324 and Keck Graduate Institute of Applied Life Sciences on behalf of KGI School of Pharmacy and Health Sciences (“KGI”) , a California not-for-profit corporation, with an address at 535 Watson Drive, Claremont CA 91711, each a “Party” and collectively, the “Parties”.

WHEREAS, FACILITY is a political subdivision organized and existing under the constitution and the laws of the State of California that owns and operates Arrowhead Regional Medical Center, which is a hospital with a pharmacy on its premises in California; and

WHEREAS, KGI operates the KGI School of Pharmacy and Health Sciences in Claremont, California that educates pharmacy students on all aspects of pharmacy practice and related industries. KGI School of Pharmacy and Health Sciences has received Accredited Status by the Accreditation Council of Pharmaceutical Education to provide a doctoral program in Pharmacy; and

WHEREAS, part of KGI students’ education involves onsite activities at a facility related to pharmacy, public health, or other health care industry-related environments. In order to ensure that its students meet the experiential requirements for licensure and as part of the requirements leading to the Doctor of Pharmacy degree awarded by KGI, the KGI School of Pharmacy and Health Sciences has established an experiential education curriculum. The courses require affiliation with institutions maintaining facilities, equipment, services and personnel appropriate for students to receive necessary professional experience. KGI desires that its pharmacy students obtain pharmacy practice experience at the FACILITY’s facilities through participation in an advanced program of study (“Program”); and

WHEREAS, FACILITY desires and deems it beneficial to participate in the Program by providing educational experiences for KGI students pursuant to the terms and conditions of this Agreement, and FACILITY and certain of its employees will cooperate with KGI to provide a period of professional education and experience to KGI students.

NOW THEREFORE, in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the Parties agree to the following terms and conditions for the establishment and operation of a pharmacy experiential program at FACILITY.

PROGRAM PARAMETERS

1.00 The recitals set forth above are incorporated into and made part of this Agreement.

1.01 The period of time for each student’s experiential education course shall be agreed upon in writing by the Parties before the student begins his or her Program. Introductory and Advanced

Practice experience courses, in the form of rotations at FACILITY, shall be scheduled as mutually agreed upon by FACILITY and KGI. Dates will be distributed to facility coordinator annually.

1.02 The maximum number of students to participate in the Program at FACILITY per month shall be agreed upon in writing by the Parties at least thirty (30) days prior to the beginning of Program based on the availability of space and personnel at the FACILITY.

1.03 The KGI Practice Experience Education Director/Dean and the "FACILITY Designee" (as defined in Section 3.02) shall be responsible for arriving at a written agreement on behalf of their respective Parties regarding the duration of the Program instruction and the number of KGI students to receive Program instruction at the FACILITY as provided for in 1.01 and 1.02 above.

1.04 The Program and the maintenance of the standards of instruction shall be the shared responsibility of KGI and the FACILITY. KGI shall only refer for participation in the Program students who are in good academic standing and KGI shall at the request of FACILITY provide the FACILITY with verification of such good standing. FACILITY has sole discretion in rejecting any KGI student from participation in the Program, and the removal of any students from participating in the Program at FACILITY's premises due to any conduct FACILITY deems unprofessional or in violation of FACILITY's policies.

1.05 All students participating in the Program shall meet all applicable health standards established by any applicable governmental authority and standards of FACILITY. FACILITY shall have the right to terminate from the Program any student when the health status of such student is detrimental to the health and/or safety of FACILITY patients, clients, visitors, or staff as determined by FACILITY.

1.06 Neither Party shall receive any pay or remuneration from each other for participation in the Program.

KGI RESPONSIBILITIES

2.01 Student Contact Information. KGI shall provide FACILITY with contact information for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning date of the planned experience. FACILITY shall only use the student contact information to fulfill its obligations under this Agreement and agrees not to release any information in the student profile to any third party unless otherwise required by law or as it deems necessary for its health care operations. To the extent the FACILITY is in possession of any student record or information, the FACILITY shall treat same in accordance with all applicable Federal, State and local laws including but not limited to the applicable provisions of the Family Educational Rights and Privacy Act (FERPA).

2.02 Schedule of Assignments. KGI shall provide the FACILITY Designee, with web based access to KGI's planned schedule of student assignments, including the name of each student, and the student's level of academic preparation and length and dates of fieldwork experience. KGI shall solicit the input of the FACILITY in the selection of students so that mutually agreed upon criteria are met.

2.03 KGI Practice Experience Education Director/Dean. KGI shall designate a faculty member as KGI Practice Experience Director or Dean, who shall coordinate with FACILITY Designee in planning the Program.

2.04 Records. KGI shall maintain all personnel and academic records of KGI students participating in the Program. KGI shall also maintain the records and reports (e.g., immunization records, diagnostic testing, background checks, and physicals) of its students participating in the Program. Upon request by the FACILITY, KGI shall provide verification of the immunizations, diagnostic tests, and examinations performed to document students' freedom from communicable disease as required by FACILITY policy in effect at the time of the students' participation in the Program.

2.05 Rules and Regulations. KGI and FACILITY shall each enforce, as their respective interests apply, rules and regulations governing the students that are mutually agreed upon by KGI and FACILITY. Notwithstanding the foregoing, while any students participating in this Program are on the premises of FACILITY, such students must comply with all rules, regulations, policies, and procedures of the FACILITY. KGI shall instruct its students on the general requirements of The Joint Commission ("TJC"), Centers for Medicare and Medicaid Services ("CMS"), the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the California Board of Pharmacy, and other applicable state and federal law.

2.06 Criminal Background Checks. KGI will conduct a background check in accordance with applicable state caregiver background check law and FACILITY policies. Prior to the student's participation in the Program, KGI shall provide the report reflecting the outcome of the background check to FACILITY. The background check report 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. Criminal history

Students with the following unacceptable hits in the background check will not be permitted to participate in the Program at the FACILITY:

- a. Murder
- b. Sexual offenses/misconduct
- c. Physical abuse, including domestic abuse, assault, battery
- d. Misdemeanor or felony fraud
- e. Misdemeanor or felony theft
- f. Felony possession and furnishing (without rehabilitation certificate)
- g. Felony involving weapons/violence
- h. All pending charges
- i. Multiple charges – two or more of the same or difference offense
- j. Multiple charges involving driving under the influence (DUI) – two or more of the same date or multiple dates

- k. Recent DUI charge – those which have occurred within 24 months of the student’s start date in the Program
- l. Dismissed charges of which the people have presented a reasonable argument to the court against dismissal.

2.07 Student Responsibilities. KGI shall notify the students who are to participate in the Program at the FACILITY that they are responsible for:

- (a) Following the clinical and administrative policies, procedures, rules and regulations of FACILITY.
- (b) Arranging for their transportation and living arrangements.
- (c) Arranging for and assuming the cost of their health insurance.
- (d) Assuming responsibility for treatment of any illness or injury the student may have while participating in the Program, obtaining necessary immunizations and a tuberculin test, and having an annual health examination.
- (e) Keeping all patient or client information confidential. Such notification shall include the warning that the discussion, transmission or narration in any form by students of any patient or client information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of patient treatment.
- (f) Advising the student of the appropriate professional attire of the FACILITY provided FACILITY shall have provided same to KGI.
- (g) Attending an orientation of the FACILITY.
- (h) Complying with the rules and regulations that have been developed by KGI School of Pharmacy and Health Sciences to govern student activities during assignment to a training FACILITY.

2.08 Payroll Taxes and Withholdings. KGI shall be solely responsible for any payroll taxes, withholdings, workers’ compensation and any other insurance or benefits of any kind for employees and agents of KGI providing services under this Agreement. KGI shall defend (with attorneys reasonably approved by FACILITY), indemnify and hold FACILITY harmless against all claims against FACILITY by employees or agents of KGI with respect to payroll taxes, withholdings, workers’ compensation and other insurance benefits.

2.09 Student Insurance. Student shall provide FACILITY with a certificate of insurance or other written confirmation regarding health insurance and personal malpractice insurance.

2.10 Publications. In order to assure that patients’ or clients’ rights of privacy are not violated, KGI shall use reasonable efforts to prohibit the publication by the students, faculty or staff members of any material relative to their clinical education experience that has not been reviewed

and approved by FACILITY and KGI. Any article written by a student that has been based on information acquired through his or her clinical education experience must clearly reflect that KGI and FACILITY does not endorse the article, even where a review has been made prior to publication. This is accomplished by instructions to the students that the following disclaimer to appear with each such article written: "The opinion and conclusions present herein are those of the author and do not necessarily represent the views of KGI or San Bernardino County, including Arrowhead Regional Medical Center."

FACILITY'S RESPONSIBILITIES

3.01 Courses. FACILITY shall accept from KGI the mutually agreed upon number of students enrolled in the Program and shall provide said students with supervised experience and oversight for the course syllabus, mutually agreed upon by KGI and FACILITY, as provided in 1.01 and 1.02 above.

3.02 FACILITY Designee. FACILITY shall designate a member of FACILITY's staff to participate with the KGI Practice Experience Director/Dean in planning, implementing and coordinating the Program. This individual shall meet the criteria established by the state's legislative and regulatory agency and KGI for the supervision of student pharmacists. FACILITY Designee will advise KGI of any changes in personnel, operation or policies which may affect the student pharmacist.

3.03 Access to Facilities. FACILITY shall permit students enrolled in the Program access to the facilities as appropriate and necessary for the Program, provided that the presence of the students shall not interfere with the activities of FACILITY.

3.04 FACILITY Rules & Regulations. FACILITY shall instruct the students on FACILITY rules and regulations, as well as the application of TJC, CMS and HIPAA and other requirements specific to the FACILITY. FACILITY shall provide KGI with a copy of its rules and regulations in hard-copy, digital or web-based format. FACILITY shall be responsible for ensuring that the students comply with all applicable FACILITY policies and Federal and State regulatory requirements including, but not limited to TJC, CMS and HIPAA.

3.05 Withdrawal of Students. FACILITY may request KGI to withdraw from the Program any student who FACILITY reasonably determines is not performing satisfactorily, or who refuses to follow FACILITY's administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons why FACILITY desires to have the student withdrawn. KGI shall comply with such request within five (5) calendar days of receipt of the written request provided that any dispute shall be resolved by the FACILITY's Designee and the KGI Practice Experience Director/Dean. Notwithstanding the foregoing, FACILITY reserves the right to prohibit any student from entering the FACILITY for any Program purpose where the FACILITY determines, in its sole discretion, that the student has engaged in conduct or behavior that FACILITY deems objectionable.

3.06 Emergency Health Care First Aid. FACILITY shall, on any day when students are receiving education at the Facilities, provide the students necessary emergency care. Except for such emergency assistance, FACILITY shall have no obligation to furnish medical or surgical care to any student. Cost of emergency care will be billed to student insurance.

3.07 Maintenance of Patient or Client Services. FACILITY shall be responsible for developing; maintaining and providing services to all its patients or clients, and FACILITY will at all times provide an adequate, competent staff to be responsible for the development, maintenance and provision of these services to FACILITY's patients or clients. FACILITY will maintain at least its normal staffing levels while students are present. In no event will a student be expected or allowed to perform services in place of FACILITY's employees.

3.08 Evaluation. FACILITY shall evaluate the performance of the students on a regular basis using the evaluation form supplied by KGI on the website. The completed final evaluation shall be submitted online within three (3) business days following the conclusion of the student's clinical experience.

3.09. Payroll Taxes and Withholdings. FACILITY shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for employees of FACILITY providing services under this Agreement.

3.10 Accommodations. FACILITY will provide, upon request by any participating student, with such reasonable accommodations at the FACILITY as required by law in order to allow all qualified students who meet KGI's Technical Standards for Admission to participate in the Program.

3.11 FACILITY assumes and maintains primary responsibility for services rendered to all of its patients or clients and assumes and maintains complete control and supervision over all its employees and no FACILITY employees shall be deemed to be the employees or agents of KGI. KGI shall not be liable for any salaries unless agreed upon in writing by the Dean of KGI and FACILITY with an employment contract.

3.12 FACILITY shall, upon reasonable request and reasonable advance notice, and subject to all applicable laws, permit KGI and/or appropriate agencies charged with the responsibility of accrediting or approving the pharmacy training program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical training program.

MUTUAL RESPONSIBILITIES

4.01 Non-discrimination. The Parties agree that all students participating in the Program pursuant to this Agreement shall be selected without discrimination on account of race, color, national and ethnic origin, religion, sex, sexual orientation, age, disability, military or veteran status or any other basis prohibited by applicable state or federal law, and that each shall fully comply with all Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

4.02 Educational Purpose. It is expressly agreed and understood by KGI and FACILITY that students participating in the Program are in attendance for educational purposes, and such students are not considered employees of FACILITY or KGI for any purpose, including but not limited to compensation for services, provision of employee welfare and pension benefits, or provision of workers' compensation insurance.

4.03 Independent Contractors. Both Parties acknowledge that they are independent contractors, and nothing contained in this Agreement 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.

INDEMNIFICATION AND INSURANCE

5.01 KGI agrees to indemnify, hold harmless, and defend (with counsel reasonably approved by FACILITY) the FACILITY, its agents, and employees from and against all claims, damages, loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FACILITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence, intentional act(s) and/or willful misconduct of KGI, its trustees, officers, agents, students, or employees, provided however that such act(s) or omission(s) are not performed or omitted at the explicit direction of any employee or authorized representative or agent of FACILITY .

5.02 The FACILITY agrees to indemnify, hold harmless, and at KGI's request, defend KGI, its trustees, officers, agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon KGI because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence, intentional act(s) or willful misconduct of the FACILITY, its agents, or employees.

5.03 Survival. The indemnification obligations of this Article shall survive the expiration or sooner termination of this Agreement.

5.04 KGI shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect KGI and FACILITY from and against liability arising out of KGI students participating in the Program or any claim, damages, or loss caused by the act or omission of any KGI student while participating in the Program. At a minimum, and without in anyway affecting the indemnity herein provided and in addition thereto, KGI shall secure and maintain throughout the term of this Agreement the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and 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 KGI and all risks to such persons under this Agreement.
- b. Commercial/General Liability Insurance – KGI shall carry General Liability Insurance covering all operations performed by or on behalf of KGI and its students 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:

- * Premises operations and mobile equipment.
- * Products and completed operations.
- * Broad form property damage (including completed operations).
- * Personal injury.
- * Contractual liability.
- * \$2,000,000 general aggregate limit.

- c. 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 not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- d. 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.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits, providing coverage for any participating student. If the professional liability insurance provides coverage on a “claims-made” basis, said insurance shall be maintained or “tail” coverage must be provided for a minimum of five (5) years after each student’s participation in the Program.

All policies, except for Worker’s Compensation, and Professional Liability policies shall contain additional endorsements naming the FACILITY 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 FACILITY to vicarious liability but shall allow coverage for the FACILITY 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.

KGI shall require the carriers of required coverages to waive all rights of subrogation against the FACILITY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit KGI and its employees or agents from waiving the right of subrogation prior to a loss or claim. KGI hereby waives all rights of subrogation against the FACILITY.

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

KGI 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 KGI and FACILITY or between FACILITY and any other insured or additional insured under the policy.

Unless otherwise approved by FACILITY's Department of 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". Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by FACILITY's Department of Risk Management.

Upon request by FACILITY, KGI 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. KGI shall further ensure that not less than thirty (30) days' notice shall be provided to FACILITY of the cancellation of such insurance. KGI shall immediately notify FACILITY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

5.05 FACILITY represents is an authorized self-insured public entity for purposes of General Liability and Professional Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

CONFIDENTIALITY

6.01 Disclosure Required by Law. KGI understands that FACILITY is a public entity subject to, among other laws, decisions, rules and statutes, the Ralph M. Brown Act, the California Public Records Act, and the Sunshine Ordinance in its County Code and KGI consents to disclosure of information and writings, including but not limited to this Agreement and any amendments, to the extent required by applicable law.

6.02 HIPAA Compliance. The FACILITY shall take all steps reasonably necessary to maintain strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder ("HIPAA"). KGI acknowledges and agrees that all patient records of FACILITY shall be and remain the property of and in the custody of FACILITY. Upon termination of this Agreement, KGI and its faculty and students shall neither retain nor have access to the patient record of any FACILITY patient under this Agreement.

6.05 FERPA COMPLIANCE. KGI represents that it is bound to comply with FERPA their handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party may need to have access to certain educational records maintained by KGI in properly administering their duties and obligations under this Agreement and to the individual students. It is agreed that KGI shall thoroughly orient its employees and agents with regard to their respective obligations under FERPA and shall maintain its practices in strict accordance with the requirements of that act. Unless required by judicial or regulatory authority, FACILITY shall not be permitted to authorize and further disclose the educational records of KGI to persons or entities not a party to this Agreement, other than its employees and agents, without first having received permission of KGI, and having obtained

assurances that the other party has fully complied with the provisions of the FERPA. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted, except where required by law.

6.06 Publicity. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other similar materials, without the prior written consent of the other party. Neither party shall represent, directly or indirectly, that any product or service of one party has been approved or endorsed by the other party or any of their affiliates, without the prior written consent of the other party.

6.07 Survival. The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

EMPLOYMENT PRACTICES

7.01 Recordkeeping. Each party's respective employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. Upon reasonable request, FACILITY shall provide KGI with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

7.02 No Guaranteed Offer. FACILITY does not guarantee an offer of employment to any student in connection with the program.

7.03 No Compensation. No student is considered an employee of either KGI or FACILITY as a result of participation in the Program, and neither KGI nor FACILITY will be responsible for Worker's Compensation coverage with respect to any student.

GENERAL PROVISIONS

8.01 Amendments. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with the law of the State in which the FACILITY is located or Federal law, it shall be deemed amended to eliminate the conflict.

8.02 Assignment. Neither Party shall assign or otherwise transfer this Agreement without the other Party's prior written consent, which may be held for any reason or for no reason. Any purported assignment in violation of this Section shall be null and void.

8.03 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for interpretation or determination of validity of this Agreement or any provision hereof.

8.04 Entire Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one

and the same Agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

8.05 Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, pandemics, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party.

8.07 Governing Law and Venue. This Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be in the Superior Court of San Bernardino County, California, San Bernardino District.

8.08 Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either Party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement.

8.09 Notices. Every notice required or permitted under this Agreement shall, unless otherwise specifically provided herein, be given in writing and may be sent by either United States Postal Service Certified Mail, return receipt requested, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall addressed by the Party giving, making or sending the same to the at the address set forth below or to such other address as either party may designate from time to time by a notice given to the other Party. Notice shall be deemed to be given upon receipt, provided, however, that in the event a Party shall refuse to accept delivery, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

To KGI:
Attention:
Srikanth Kolluru, Interim Dean and Professor
Keck Graduate Institute of Applied Life Sciences (KGI School of Pharmacy and Health Sciences)
535 Watson Drive
Claremont, CA 91711
Phone: 909-607-0177
Fax: 909-607-9826

To FACILITY:
Arrowhead Regional Medical Center
Attn: Dr. Andrew Lowe
400 N Pepper Ave
Colton CA, 92324

and

Arrowhead Regional Medical Center
Attn: Hospital Director
400 N Pepper Ave
Colton CA 92324

8.10 Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that the Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

8.11 Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

8.12 Term. This Agreement shall be effective as of August 11, 2022 and shall remain in effect for five (5) years, unless earlier terminated pursuant to the provisions of this Agreement.

8.13 Termination.

(a) Mutual Agreement. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

(b) Without Cause. This Agreement may be terminated without cause upon 30 days prior written notice by either Party. Such termination shall not take effect, however, with regard to students already enrolled in the Program until such time as those students have completed their training for the semester during which such termination notice is given, unless FACILITY determines, at its sole discretion, that allowing such students to continue in the Program at the FACILITY will jeopardize FACILITY's licensure or accreditation status or adversely affect the safety of FACILITY's patients, staff, or visitors.

8.14 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or of any other term or condition hereof.

This Agreement fully supersedes any and all prior Agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

San Bernardino County on behalf of Arrowhead Regional Medical Center

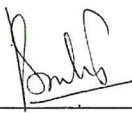
By: 

Date: SEP 13 2022

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Keck Graduate Institute of Applied Life Sciences on behalf of KGI School of Pharmacy and Health Sciences

By: 

Date: 08/26/2022

Name: Srikanth Kolluru, PhD

Title: Interim Dean and Professor, KGI School of Pharmacy and Health Sciences

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