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Contract Number

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Cal Med Physicians and Surgeons, Inc.
Contractor Representative	
Telephone Number	(909) 580-6334
Contract Term	January 1, 2021 through December 31, 2023
Original Contract Amount	\$26,157,000 (\$8,719,000 annually) plus variables
Amendment Amount	
Total Contract Amount	\$26,157,000 (\$8,719,000 annually) plus variables
Cost Center	9186104200

IT IS HEREBY AGREED AS FOLLOWS:

PART I

RECITALS

- 1.01 The County of San Bernardino (the "County") is the owner and operator of an acute care hospital located at 400 North Pepper Avenue, Colton, California, known as Arrowhead Regional Medical Center, hereinafter referred to as "Hospital," in which is located a Department of Surgery, hereinafter referred to as "Department."
- 1.02 Hospital operates certain outpatient clinics ("Clinics") offering healthcare services in the medical specialty of general surgery (including trauma), vascular/endovascular surgery, burn, neurological surgery, oral and

maxillofacial surgery, and plastic surgery (collectively referred to as "Specialty"), listed on the attached **Appendix "A."**

- 1.03 Cal Med Physicians and Surgeons, Inc. is a medical corporation organized under the Medical Professional Corporation Laws of the State of California, hereinafter referred to as "Corporation", that employs or contracts with individuals who are licensed in California and qualified for practicing the Specialty ("Practitioners"). The term "Practitioner" includes individuals credentialed by the Hospital as either a Hospital Medical Staff member or Advanced Practice Professional ("APP") and under an arrangement with Corporation to provide services required under this Contract.
- 1.04 The purpose of this agreement, herein referred to as the "Contract", is to provide a full statement of the respective rights and responsibilities of the parties in connection with the provision of the professional and administrative services ("Services") with respect to the Specialty, and operation of the Department during the term.

PART II

APPOINTMENT OF DEPARTMENT LEADERSHIP

- 2.01 The Hospital's Director and the Hospital's Chief Medical Officer with the approval of the Medical Executive Committee and the Governing Body shall appoint a Practitioner of the Corporation as chair of the Department ("Department Chair") in accordance with the pertinent sections of the Bylaws of the Hospital Medical Staff as in effect from time to time. The Governing Body is the Board of Supervisors for the County of San Bernardino.
- 2.02 The Department Chair with the approval of the Medical Executive Committee shall appoint board certified and/or otherwise qualified Practitioners who meet all of the qualifications as set forth in the Bylaws of the Medical Staff to serve as the Department Vice-Chair and directors of Department sections (as applicable) or to serve in other appropriate administrative roles as defined in this Contract.
- 2.03 The General Surgery, ACGME, Program Director is responsible for overall program administration and operations, and for residents' recruitment and selection as well as education in the context of patient care, supervision, assessment promotion and disciplinary actions, development of scholarly activity and establishment of an effective learning environment at designated teaching sites.
- 2.04 Practitioners or other personnel appointed to serve in any administrative role as described in this Part II and Part III of this Contract must be available to devote appropriate time necessary to fulfill all terms of this Contract and shall not serve in an administrative role at any other hospital or healthcare entity without prior written consent of the Hospital's Director and the Hospital's Chief Medical Officer. Corporation and Practitioners shall comply with all applicable conflict of interest laws, rules and requirements, including, but not limited to, Government Code section 1090 et seq., the County's Conflict of Interest Code, and Part VIII of this Contract. Hospital Director and Hospital's Chief Medical Officer reserve the right in their sole discretion to review the conditions surrounding the request and rescind the consent for any reason, including, but not limited to, if the terms of the appointment change or are in conflict with the current appointment at the Hospital.

PART III

DUTIES OF CORPORATION

In order to provide the Services required herein, Corporation shall provide a sufficient number of qualified Practitioners and other personnel to serve under the following terms and conditions:

3.01 Responsibilities - Provision of Practitioners and Other Personnel

- A. Corporation shall provide the services of a Practitioner eligible to be appointed, in accordance with Part II of this Contract, to serve as the Department Chair and other Departmental leadership. The Department Chair shall perform all duties and functions of a department chair as described in the pertinent sections of the Bylaws of the Hospital's Medical Staff as are in effect from time to time.
- B. Corporation shall provide the services of Board Certified or Board Qualified and otherwise qualified physicians to serve as Directors of the following Sections and functional units of the Department:
 - 1. Section of General Surgery, Trauma and Burn,
 - 2. Section of Neurological Surgery,
 - 3. Section of Plastic Surgery,
 - 4. Section of Oral and Maxillofacial Surgery

Corporation shall ensure that there is at least one Board Certified or otherwise qualified physician with appropriate training in Trauma Surgery in the Hospital on a 24-hour, seven days per week basis to:

- 1. Oversee all activities of the Trauma Service.
 - 2. Supervise all care rendered to trauma and other emergent surgical patients.
- C. Corporation shall provide an appropriate number of Practitioners in the Specialty, who satisfy the conditions in Section 3.02, to accommodate patient needs and Services at the Hospital and its Clinics and otherwise meet the patient care and teaching needs of the Department, Hospital, and its Clinics in the Specialty and applicable subspecialties.
- D. Corporation shall provide a list of proposed Practitioners (**Appendix "B"**) to provide Services under this Contract to the Hospital's Director and the Hospital's Chief Medical Officer for Hospital approval prior to a Practitioner providing Services under this Contract. Any proposed changes to the agreed upon list of Practitioners must be submitted in writing by the Corporation and shall be subject to the prior approval of the Hospital's Director and the Hospital's Chief Medical Officer. Any Practitioner proposed by the Corporation after the execution of this Contract must meet the Practitioner qualification requirements in Section 3.02.
- E. The parties agree that the Hospital shall have the right to immediately remove a Practitioner from the list of approved Practitioners by written notice to the Corporation at any time during the term of this Contract with or without cause. If removed from the list of approved Practitioners in the Specialty pursuant to this Section 3.01E., a Practitioner may no longer furnish Services under this Contract and the Corporation and the Hospital will work together to ensure appropriate continuity of care for any affected patients. Removal of a Practitioner from the list of approved Practitioners does not affect the Practitioner's medical staff membership or clinical privileges, and does not generate hearing rights under the Hospital's Medical Staff Bylaws.
- F. Corporation shall immediately remove any Practitioner from furnishing Services under this Contract who:
 - Has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently;
 - Has his or her professional license to practice medicine in the state denied, suspended, terminated, revoked, restricted, or relinquished for any reason, whether voluntarily or involuntarily; or
 - Fails to satisfy the requirements pertaining to Practitioners providing Services on behalf of Corporation pursuant to this Contract, including, but not limited to, the Practitioner qualifications contained in Section 3.02, or breaches or causes Corporation to breach this Contract.

- G. Corporation shall provide other personnel to ensure appropriate administrative support for management of the Specialty ("Non-Clinical Personnel"), including:
- Clinical Coordinator
 - Secretarial Support
 - Surgery Scheduler
- H. Practitioners and other personnel of the Corporation shall complete all annual Hospital required education updates and recurring and/or specialized requirements including, but not limited to:
- Influenza Immunization
 - Annual Competency Education
 - Annual HIPAA Training
 - Infection Control
 - Adverse Events
 - Patient Safety
 - Pain Management
 - Services Recovery
 - Other programs as required by the Hospital or Medical Staff

3.02 Practitioner Qualifications

Corporation and each Practitioner (as to himself/herself) represents and warrants that, as applicable, each Practitioner:

- A. Maintains an unlimited, unrestricted license to practice in the state of California;
- B. Is board certified or is eligible for board certification in the Specialty, as required in the current Medical Staff Bylaws;
- C. Maintains membership on the Hospital's Medical Staff or APP Staff, with appropriate clinical privileges;
- D. Is a participating Practitioner in the Medicare and Medi-Cal programs, participates in all payor contracts Hospital enters, and in other government health plans in which Hospital participates;
- E. Has not been excluded by the Office of Inspector General of the U.S. Department of Health and Human Services from participating in any federally funded health care programs, including Medicare and Medicaid
- F. Will not knowingly participate in billing practices that are competitive with the billing practices of the Hospital and will adhere to all Hospital billing guidelines and practices in accordance with applicable laws and regulations;
- G. Participates in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community, and in accordance with the maintenance of the specific privileges that said Corporation and each Practitioner acquires at Hospital, and as otherwise required by Corporation's continuing medical education policy;
- H. Is not an excluded, debarred or suspended Practitioner for any state or federal health care program, federal procurement program or of the U.S. Food and Drug Administration;

- I. Has never been convicted of a felony, or of a misdemeanor involving patient care issues, violation of healthcare laws or moral turpitude, and has not been subject to exclusion from participating as a Practitioner in either the Medicare, or a state Medicaid program; and
- J. The Parties agree that if Corporation proposes to provide Services under this contract with a Practitioner who has had his/her privileges or prerogatives to practice at any healthcare facility, medical staff membership, or license to practice in any state limited, suspended, revoked, or voluntarily relinquished, the Corporation may not utilize such Practitioner to provide Services under this Contract unless and until the Hospital Director and the Chief Medical Officer have reviewed the extenuating circumstances and provided written approval of Corporation's use of the Practitioner.

Each Practitioner providing services under this Contract shall sign an acknowledgment, in the form of **Attachment "A"** attached hereto, of the obligations of Corporation hereunder, and the representations contained in this Section. This Contract does not confer any rights on Practitioners individually, and only the Hospital, the County and Corporation shall have the right to assert the benefits of this Contract.

3.03 Responsibilities - Administrative

Corporation shall ensure that each Practitioner appointed to an administrative role described in this Part III shall perform the specific duties and responsibilities set forth in **Appendix "C"** attached hereto and comply with the time records requirements in Section 5.04.

3.04 Responsibilities - Teaching

Those Practitioners appointed pursuant to Part III of this Contract, shall be responsible for preparing and presenting didactic lectures, conferences, seminars, ACGME required hours, teaching rounds and other activities necessary to carry out the established core curriculum for the teaching in the Specialty and liaison Hospital's residents and Hospital-contracted university-affiliated medical students, and shall comply with the time records requirements in Section 5.04.

3.05 Clinical Duties

- A. Corporation shall provide (and shall ensure all physicians working for Corporation provide) appropriate clinical services in accordance with this Contract, to any and all inpatients and outpatients, and shall not turn away or decline to see any inpatients or outpatients, regardless of any such patient's race, color, creed, ethnicity, religion, national origin, ancestry, citizenship, marital status, age, sex, sexual orientation, pre-existing medical condition, physical or mental handicap, financial status, insurance status, economic status, ability to pay for medical services, or any other category protected by law, and shall render such services for all such patients in accordance with the same standards and within the same time availability as such services are rendered by Corporation to other patients.
- B. Corporation acknowledges that Hospital has a policy pursuant to which it classifies certain patients as Charity Care patients based on an individualized assessment of the patient's financial need, and Hospital does not charge or seek to collect payment from Charity Care patients for Hospital's services once Hospital has determined that a patient qualifies as a Charity Care patient. Corporation agrees that once it is notified by Hospital that a particular patient qualifies for Charity Care, as determined by applicable Hospital policies, Corporation shall cease collecting any payment from such patients. Corporation acknowledges and agrees that its compensation from Hospital in accordance with this Contract is sufficient to compensate Corporation for all of its services hereunder, including the services Corporation renders to Charity Care patients.
- C. Corporation shall use its best efforts to ensure patient appointments for the Specialty are available within fifteen (15) business days of receipt of a request for services. If Corporation determines a requested appointment for services of the Specialty cannot be scheduled within fifteen (15) business days of receipt

of the request, the Hospital may request and the Corporation shall provide to Hospital evidence of efforts undertaken by Corporation to ensure the availability of appointments consistent with this provision of the Contract.

- D. Corporation shall provide required clinical schedules by the first of each month for the following two (2) calendar months. This will ensure adequate scheduling opportunity for the County staff.
- E. Practitioners shall provide Hospital 30-days prior written notice of any routine clinic cancellation days when scheduled at the Hospital or any Clinic. Routine cancellation is defined as any cancellation other than for an emergency or illness. Any non-routine cancellation must be discussed with Clinical Manager and Hospital Administration.
- F. Practitioners are expected to be available to provide care during all clinical scheduled hours.
- G. Corporation shall provide 24-hour availability of physician coverage for continuity services to surgical care patients assigned to their care.
- H. Corporation shall provide Neurointerventional Radiology (NIR) services at Hospital. Services shall be available on-call 24/7/365, including one half-day per week of clinical coverage for follow up of NIR patients. The NIR service shall include training and mentorship to residents from neurosurgery and other ARMC training or affiliated programs, and NIR fellows in the event of such a program.

Because of the low volume at the early stages, this Contract foresees a non-exclusive provider obligation at ARMC, it is understood that the same provider may concurrently cover NIR services at more than one hospital. NIR services shall be completed at ARMC, unless it is determined by the Practitioner that the case requires a level of equipment/care not available at ARMC, or if the Practitioner is busy with a case elsewhere. Services to be completed at ARMC on the monoplane include:

- Diagnostic cerebral angiography
- Thrombectomy for acute ischemic stroke
- Spinal procedures including, but not limited to, Kyphoplasty and Vertebroplasty
- Intra-arterial injection of vasodilators (e.g. For intracranial vasospasm)
- Nasal Epistaxis treatment
- Any neuro-endovascular case of the head/brain, neck, or spine that, in the sole discretion of the neurointerventionalist, can be done safely with monoplane angiography technology.

Cases not listed, or determined to require higher level of technology (biplane angiography) shall be transferred through a Rapid Transfer Agreement. ARMC shall use all reasonable efforts to transfer to a facility with Corporation's providers for continuity of care and resident education. Upon establishment of a biplane angiography suite at ARMC, Corporation shall perform the full scope of services at Hospital.

- I. Corporation shall provide two endovascular surgeons for vascular and endovascular surgery services (VS/EVS Services) at the Hospital. Services of the endovascular surgeons shall be available on call, 24/7, 365 days a year, including two half days per week of clinic coverage for evaluation and follow up of vascular surgery patients. The VS/EVS Services shall include training and mentorship of residents from general surgery and other ARMC training or affiliated programs. For vascular trauma, the coverage is 24/7, 365 days a year. Services to be completed at ARMC include: diagnostic arteriography, angioplasty, stenting, atherectomy, open and endovascular management of aneurysms, except for thoracic aortic aneurysms (thoracic aortic aneurysms will be co-managed with cardiac surgeons when the cardiac surgery program starts), angiographic embolization of uterine fibroids, liver tumors, etc. If some of these cases require a higher level of technology (biplane angiography), patient may be transferred to a hospital with a biplane available.

- J. Corporation shall provide general surgical oncology services at the Hospital with one surgeon trained in hepatobiliary and pancreatic surgery and backup from the general surgeons and colorectal surgeon. Corporation shall provide a half day per week clinic coverage for the surgical oncology patients in the Hospital Cancer Center.

3.06 Practitioner Coverage

- A. Corporation shall ensure that there is a qualified Practitioner available for consultation on a 24-hour per day, seven days per week basis to ensure proper operation of all units of responsibility in the Hospital and its Clinics.
- B. Corporation shall provide appropriate staffing to ensure inpatient consults and procedures are completed as medically indicated, but no later than twenty-four (24) hours of request.
- C. Corporation personnel designated pursuant to Parts II and III of this Contract shall devote sufficient time to perform all administrative duties in a timely and efficient manner. In the event that Corporation fails to provide coverage of the positions described in Parts II and III and other pertinent sections of this Contract, the parties agree that the compensation due to Corporation pursuant to Part V of this Contract for such administration, supervision, and teaching for these positions shall be reduced in proportion to the actual reduction in coverage of the positions.
- D. Corporation shall provide Practitioner services to all patients requiring Specialty care at the Hospital and its Clinics, and will ensure active participation of assigned Practitioners in activities of the Hospital and Medical Staff, including but not limited to, education, committees, and quality improvement activities.

3.07 Non-Clinical Personnel

Non-Clinical Personnel employed by the Corporation are expected to develop and maintain an amicable working relationship with Hospital management and staff. Such personnel will maintain a reporting relationship with the Executive Assistant in the Hospital Department of Administration and will follow all Hospital policies and directives referred to in Paragraph 3.08. Corporation will be notified in the event that any Corporation Non-Clinical Personnel fail to maintain an amicable relationship and/or fail to follow Hospital policies, at which point Corporation agrees to replace such Non-Clinical Personnel to fulfill Corporation's obligations under this Contract.

3.08 Compliance with Laws, Rules and Policies

At all times during the duration of this Contract, Corporation agrees that it and the Practitioners and other personnel providing Services under this Contract shall comply fully with all applicable laws, and with all the Clinic, Hospital, Medical Staff and County policies, protocols, bylaws, rules and regulations, and regularly discharge all administrative and professional responsibilities of the Hospital and of the Medical Staff, including active participation in the Hospital's risk management program and electronic initiatives. Corporation further specifically agrees that it and the Practitioners and other personnel providing Services under this Contract shall abide by Hospital's policies prohibiting misconduct toward patients or harassment of employees, including the policy attached as **Exhibit "C"**, and shall report violations of such policies

3.09 Medical Staff and Hospital Committees

Corporation shall ensure that designated Practitioners shall faithfully serve on Hospital and Medical Staff Committees when appointed thereto by the President of the Medical Staff and/or Hospital Director and or Hospital's Chief Medical Officer. Practitioner shall attend at least 80% of all scheduled meetings, arrive on time and stay through entire meeting, and actively participate in a collaborative manner.

3.10 Projection of Needs

It shall be the responsibility of the Corporation to annually project space, personnel, and equipment needs for the areas of responsibility as defined by this Contract for each County fiscal year and project needs for future years as required by Hospital and to submit such evaluations and projections in writing with the same supporting documentation and process required by the Hospital for space and equipment needs, including but not limited to formal requests via committee and/or Hospital department approval to the Hospital Director.

3.11 Referrals Involving County Patients

The Corporation and the Practitioners providing services under this Contract agree that they shall not compete with Hospital by re-directing County Patients (as defined herein) to private practice ventures (i.e. non-County providers or facilities). For purposes of this Section 3.11, "County Patients" shall include any and all patients initially seen by any Practitioner while providing services under this Contract including any patients seen by Practitioners in the Hospital, any Hospital Clinic or any other County facility. This requirement to make referrals to the County shall not apply if: (1) the patient expresses a preference for a non-County provider or facility; (2) the patient's insurer determines the provider, practitioner or supplier; or (3) the referral is not in the patient's best medical interests in the Practitioner's judgment. In addition, the parties agree that referral requirement in this section relates solely to the Practitioner's services covered by the scope of the Contract and the referral requirement is reasonably necessary to effectuate the legitimate business purposes of the Contract. In no event shall the Corporation or any Practitioner be required to make referrals that relate to services that are not provided by the Corporation or any Practitioner under the scope of this Contract.

3.12 Private Use of Hospital Premises

Corporation acknowledges that Hospital is required to comply with certain provisions of the Internal Revenue Code (the Code and its accompanying rules, regulations and procedures are together referred to as "IRC") relating to tax-exempt bonds (which were used to finance the acquisition and construction of the Hospital) and restrictions on private use imposed on property financed with proceeds of tax-exempt bonds. Corporation agrees that if Hospital, in its sole discretion, determines an amendment of this Contract is necessary so that Hospital is in compliance with the applicable IRC, it will execute an amendment to this Contract and do so in an expedited manner.

3.13 Non-Permitted Use of Hospital Premises

Corporation shall not use, or permit any of Corporation's representatives to use, any Hospital facility or service for any purpose other than the performance of Services under this Contract. Corporation agrees that no part of the Hospital premises shall be used at any time as an office for private practice or delivery of care for non-County patients.

3.14 Research Studies/Clinical Trials

Corporation shall submit all research studies/clinical trials involving patients at the Hospital and its clinics to the Hospital's Institutional Review Board and Office of Research and Grants to obtain approval prior to implementation of any part of the research study/clinical trial at the Hospital.

Corporation shall ensure that all research study/clinical trial Contracts with third party sponsors shall contain a provision indemnifying, defending and holding harmless the County, its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability, including reasonable attorney fees and costs arising out of or directly attributable to the research study/clinical trial. If Corporation is unable to obtain an indemnification provision consistent with the foregoing from the third party sponsor,

Corporation shall notify the Hospital Director in writing and must obtain written approval from the Hospital Director to proceed with the research study/clinical trial.

3.15 Notification of Certain Events

Corporation shall provide immediate verbal notice upon receipt of information to the Hospital Director and/or Hospital's Chief Medical Officer and, in addition, provide written to the Hospital Director and/or Hospital's Chief Medical Officer notification within twenty-four (24) hours after the occurrence of any of the following events:

- A. Corporation, or any of the Practitioners providing Services under this Contract, becomes subject of, or materially involved in any investigation, proceeding, or disciplinary action by: Medicare and/or the Medical program or any other federal or state health care program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any hospital's or health facility's medical staff;
- B. The medical staff membership or clinical privileges of any of the Practitioners providing Services under this Contract, at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
- C. Any Practitioner providing Services under this Contract has his or her license to practice in any jurisdiction suspended, revoked, or otherwise restricted;
- D. Any Practitioner or other personnel providing Services under this Contract is convicted of a criminal offense;
- E. Corporation, or any of the Practitioners providing Services under this Contract, is debarred, suspended, excluded or otherwise ineligible to participate in any federal or state health care program;
- F. Corporation, or any of the Practitioners providing Services under this Contract becomes the subject of any suit, action or other legal proceeding arising out of the Services provided under this Contract; or
- G. Any representation contained in Section 3.02 ceases to be true.

3.16 Academic Performance

Corporation shall ensure Practitioners providing teaching services under this Contract devote the appropriate time necessary to complete the required teaching duties for the Specialty as required by the Accreditation Council for Graduate Medical Education.

3.17 Compliance with Electronic Initiatives

Corporation shall participate in the development, implementation and continuous improvement of electronic initiatives (e.g. electronic health records (EHR), E-Consult, etc.) affecting their service area and shall ensure that all Practitioners and Non-Clinical Personnel providing services under this Contract receive the appropriate training necessary to successfully implement the initiatives.

3.18 Active Participation in Hospital Risk Management Program

Corporation shall ensure that Practitioners and Non-Clinical Personnel providing services under this Contract participate fully in all aspects of the Hospital Risk Management Program including but not limited to all liability education programs, Root Cause Analyses, Proactive Risk Assessments/FMEA, cooperation with all risk or legal related investigations and inquires, and communication with County attorneys via the Hospital Risk Management Program.

3.19 Operational Improvement Committees

To improve quality and patient satisfaction, Hospital will establish operational improvement committees in various areas of service. Corporation shall participate in such committees by assigning a Practitioner to serve as co-chair/physician champion on committees affecting Corporations area of practice, and on committees where the stakeholders include a Practitioner from the specialty of which participation is required.

3.20 Participation in County Clinically Integrated Network.

The County is in the process of developing a clinically integrated network ("CIN"), which will include the Hospital and may include an independent practice association ("IPA"), or other entity, which CIN will facilitate the coordination of patient care across conditions, providers and settings, and streamline the process for contracting with third party payors, including but not limited to access to any and all software or hardware that maintains records and/or data that may be part and parcel to patient care or constitute a complete medical record as determined by policy, law, or regulation. The Corporation agrees to participate in any CIN directly, or through an IPA, as applicable, and as reasonably requested by the Hospital and subject to review by Corporation's counsel.

3.21 Key Performance Indicators

Corporation shall work to improve the following Key Performance Indicators by a minimum of 2% each year:

- A. Perioperative Care: Selection of Prophylactic Antibiotic—First or Second Generation Cephalosporin
 - a. Percentage of surgical patients aged 18 years and older undergoing procedures with the indications for a first or second generation cephalosporin prophylactic antibiotic who had an order for a first or second generation cephalosporin for antimicrobial prophylaxis.
- B. Perioperative Care: Venous Thromboembolism (VTE) Prophylaxis (when indicated in all patients)
 - a. Percentage of surgical patients aged 18 years and older undergoing procedures for which VTE prophylaxis is indicated in all patients who had an order for Low Molecular Weight Heparin, Low-Dose Unfractionated Heparin, adjusted-dose warfarin, fondaparinux, or mechanical prophylaxis to be given within 24 hours prior to incision time or within 24 hours after surgery end time.

3.22 Corporation's Work with Cal Med Ambulatory Surgical Center, LLC

- A. Hospital acknowledges that the Corporation and one or more of the Practitioners provide services or have a financial interest in Cal Med Ambulatory Surgical Center, LLC ("ASC"). The Hospital further acknowledges that the ASC existed and operated prior to the Effective Date of this Contract.
- B. Corporation represents and warrants that: (i) the Corporation and Practitioners have disclosed to Hospital all required information concerning the ASC, (ii) the Corporation and its Practitioners have complied with Section 3.11 above as of the date this Contract is signed by Corporation, and will comply with Section 3.11 during the term of this Contract.
- C. Hospital agrees that as of the date this Contract is signed by the Hospital, the Hospital has reviewed all ASC operations and found no improper referrals to the ASC by the Corporation or the Practitioners in violation of Section 3.11.
- D. For avoidance of doubt, Corporation and Practitioners providing Services under this Contract agree that they shall not redirect County Patients, as defined in Section 3.11, to ASC. This prohibition on redirecting County Patients to the ASC shall not apply if: (i) the patient expresses a preference for treatment at the ASC; (ii) the patient's insurer requests the patient to be transferred to the ASC; or (iii) the Practitioner determines, in the good faith exercise of Practitioner's medical judgment, that transfer to the ASC is in the patient's best medical interests. In addition, the parties agree that the referral requirement in this section relates solely to the Practitioner's services covered by the scope of the Contract and the referral

requirement is reasonably necessary to effectuate the legitimate business purposes of the Contract. In no event shall the Corporation or any Practitioner be required to make referrals that relate to services that are not provided by the Corporation or any Practitioner under the scope of this Contract.

- E. Corporation, for itself and behalf of the ASC shall not take any steps to hire Hospital staff who are regular, per diem or recurrent employees of the Hospital during the term of this Contract and for six months after termination of this Contract, without the written consent of the Hospital Director.
- F. The County agrees that, as of January 1, 2021, all prior rights of the County and the Hospital associated with the ASC as set forth in a 2018 contract between the parties for services will have expired, except as to those rights explicitly provided for in this Contract. The County agrees that Corporation is a private business and the ASC is a private enterprise that has no known history of competition with the Hospital. The Parties agree that no compensation has been paid and no consideration has been received for the grant of a restriction on the Corporation's ownership or the ASC operation, and therefore, no restriction is granted in this Contract other than as set forth in Section 3.22(G).
- G. Notwithstanding Section 3.22(F), the Corporation, as a demonstration of good faith and consistent with Section 3.11 agrees to provide the County with written notice if the Corporation intends to sell a majority of its interest in the ASC to an individual or entity that owns or operates a hospital or facility licensed as a hospital in San Bernardino County or Riverside County ("Buyer"). To mitigate any unintended impact, the Corporation agrees as follows:

1. If during the term of this Contract, Corporation desires to sell a majority of the Corporation's interest in the ASC to a Buyer (as defined above), Corporation shall provide the County with a written notice of the material terms and conditions upon which Corporation proposes to sell to Buyer ("Notice of Proposed Sale"). Unless otherwise required by law, the Notice of Proposed Sale will be treated as confidential. The Notice of Proposed Sale must be made in writing and either (1) served personally on the Chief Executive Officer/Director of the Hospital and Chief Operating Officer of the Hospital, or (2) sent by registered mail to the Hospital Director and the Hospital's Chief Operating Officer at 400 N. Pepper Avenue, Colton, CA 92324.

Within ten (10) business days of the County's receipt of the Notice of Proposed Sale, the County shall deliver a written notice to the Corporation if the County wishes to pursue a transaction for the same interest on the same terms and conditions set forth in the Notice of Proposed Sale. ("Letter of Intent").

2. If the County responds timely with a Letter of Intent (as defined above), the Corporation shall provide the County with reasonable due diligence materials as requested in writing by the County and allow the County ninety (90) calendar days from delivery of the Letter of Intent to consider material due diligence items and secure an executed definitive agreement to acquire the ASC interest as described in the Notice of Proposed Sale. The County must close any such transaction on or before ninety (90) calendar days from County's delivery of the Letter of Intent.
3. Corporation will cooperate with reasonable requests from the County for ASC due diligence materials to the transaction described in the Notice of Proposed Sale and Letter of Intent. Both the County and the Corporation will act in good faith. If the Corporation unreasonably fails to provide necessary due diligence materials requested by the County within two (2) business days after the request is delivered to Corporation, the ninety (90) day deadline to close the transaction as set forth in Section 3.22(G)(2) shall be extended for thirty (30) days

or for thirty (30) days after the date the materials are provided by Corporation, whichever extends the deadline longer.

4. If the County fails to timely deliver a Letter of Intent, Corporation shall have no duty to provide any further information concerning any sale of the Corporation's majority interest to a Buyer, and Corporation shall be permitted to proceed with the sale of the majority interest under the terms set forth in the Notice of Proposed Sale.
5. If the County fails to complete a purchase as required by this Section 3.22(G) within the timeframes required and on the terms of the Notice of Proposed Sale, Corporation shall be permitted to proceed with the sale of the majority interest under the terms set forth in the Notice of Proposed Sale.

H. All obligations of the Corporation under this Section 3.22 shall expire at the end of the Term of the Contract.

3.23 The Joint Commission

Corporation acknowledges that Hospitals' facilities are monitored and accredited by the Joint Commission and that The Joint Commission requires Hospital to monitor and evaluate all contracted services that involve any element of care, treatment, or services to patients ("Joint Commission Standard"). Corporation agrees that its Practitioners and clinical providers are duly qualified by education, training, and experience to provide the Services under this Contract. In an effort to comply with the Joint Commission Standard, Hospital shall periodically evaluate and monitor the Services under this Contract to determine if Services are being provided in compliance with Hospital policies and procedures. At Hospital's reasonable request, Corporation shall provide Hospital with data and information regarding the performance of Services hereunder to assist Hospital in its effort to complete such evaluation. In the event Hospital reasonably determines that Corporation and/or its Practitioners has failed to provide Services in a safe and effective manner consistent with performance expectations or Hospital policies and procedures, Hospital shall provide written notice to Corporation specifying in sufficient and reasonable detail the non-compliance. The parties shall meet and confer regarding the contents of Hospital's notice and Corporation shall develop and present to Hospital, for approval, a plan of correction ("POC") to address the non-compliance issues. The POC shall include a timeline for correction of the non-compliance and the parties shall meet and confer during the period of correction to evaluate the effectiveness of the POC. In the event Hospital determines in good faith that Corporation has failed to reasonably implement the agreed upon POC, Hospital may terminate this Contract upon written notice to Corporation as a material breach of this Contract.

3.24 Subpoenas and Lawsuits

In the event Corporation or any of its Practitioner receives a subpoena or other validly issued administrative or judicial demand requiring Practitioner to testify in a Court of law, judicial proceeding or deposition, or receives a Summons relating to a civil action arising out of Practitioner's provision of healthcare services, Corporation shall within two (2) business days thereafter notify the Hospital's Risk Management Department in writing, unless prohibited by law.

3.25 Third-Party Reimbursement Programs

Corporation and its Practitioners shall participate in all third-party reimbursement programs as Hospital may from time to time request. Corporation and its Practitioners shall complete all requested documents (i.e., applications, questionnaires, or any other document required or requested by third-party reimbursement program) in a timely manner to enable such participation. As used in this Contract, the term "third-party reimbursement program" shall include, but not be limited to, employer groups, other health maintenance organizations, preferred provider organizations, private health insurance companies, the federal Medicare program, and the state Medicaid program.

PART IV

DUTIES OF HOSPITAL

4.01 Facilities, Equipment, Supplies and Services

Hospital shall provide and maintain adequate space and appropriate equipment for the efficient operation and conduct of the Department and the Clinics. Hospital shall also provide utilities, housekeeping, security, laundry, accounting, purchasing, medical records, and other supplies and services required for the administrative and educational operation of the Department and the Clinics in accordance with available resources and with consideration to essential areas, as determined by Hospital and with the Hospital having priority. The facilities, equipment, services, and supplies needed shall be determined initially and reevaluated from time to time by the Hospital. All equipment introduced, utilized, or proposed by the Corporation shall be approved in accordance with current Hospital policy.

4.02 Administrative Personnel

Administrative personnel required for the proper operation of the Department and the Clinics shall be employed by Hospital, except personnel specifically identified in accordance with Paragraph 3.01 of this Contract. The selection and retention of such personnel shall include consultants of the Corporation, consistent with the County's Memorandum of Understanding provisions and County's Personnel Rules and Regulations.

4.03 Contract Compliance

Hospital and Corporation representatives will meet quarterly to discuss contract compliance by both parties. Corporation will supply data relevant to contract compliance upon request of the Hospital.

PART V

BILLING AND COMPENSATION

County shall compensate Corporation as detailed in Part V. Billing and Compensation.

5.01 Compensation

Hospital shall compensate Corporation for Services provided under this Contract, as follows:

Position	Description	Contract Amounts (\$/year)
Department/Service Line Administration		
Chairman, Department of Surgery	0.50 FTE or 1,000 hours per year	\$228,000
Trauma Director	0.25 FTE or 500 hours per year	\$103,000
Burn Director	0.25 FTE or 500 hours per year	\$103,000
Director of Surgical ICU	0.25 FTE or 500 hours per year	\$108,000
Vascular Lab Director	0.20 FTE	\$85,000
Clinic Coordinator	1.00 FTE	\$61,000
Secretarial Support	2.00 FTE	\$98,000
Subtotal – Administration		\$786,000
Teaching and Other GME Activities		

General Surgery, ACGME, Program Director	0.50 FTE	\$200,000
Program Faculty (Core), General Surgery	1.20 FTE	\$500,000
Physician Faculty (Core), Neurosurgery	0.80 FTE	\$600,000
Clerkship Director – CUSM Students	\$35 per week per student (Paid Quarterly)	Variable
3 rd Year CUSM Students	\$350 per week per student (Paid Quarterly)	Variable
4 th Year CUSM Students	\$200 per week per student (Paid Quarterly)	Variable
3 rd Year SGU and WUHS Students	\$350 per week per student (Paid Quarterly) as long as ARMC receives funds	Variable
4 th Year SGU and WUHS Students	\$200 per week per student (Paid Quarterly) as long as ARMC receives funds	Variable
Subtotal – Teaching and Other GME Activities		\$1,300,000
Direct Patient Care and On-Call Coverage		
Trauma Coverage		\$400,000
Trauma Call Coverage		\$600,000
General Surgery Clinic and Surgery Coverage	Maintain current clinic coverage	\$500,000
General Surgery Call Coverage		\$90,000
Plastic Surgery Clinic and Surgery Coverage	Maintain current clinic coverage	\$100,000
Plastic Surgery Call Coverage		\$150,000
Endovascular Surgery Clinic and Surgery Coverage	Maintain current clinic coverage	\$750,000
Endovascular Surgery Call Coverage		\$200,000
Neurological Surgery Clinic and Surgery Coverage		\$145,000
Neurological Surgery Call Coverage		\$1,095,000
Neurointerventional Radiology Call Coverage	\$2,500 per day*	\$1,095,000
Oral Surgery Clinic and Surgery Coverage	Maintain current clinic coverage	\$100,000
Oral Surgery Call Coverage		\$100,000
Colorectal Surgery Coverage		\$200,000
Oncology Surgery Clinic and Surgery Coverage	1.0 FTE (2,080 hours per year)	\$400,000
Hyperbaric Medicine/Wound Care Clinic and Surgery Coverage	Maintain current level of OR coverage	\$400,000
Sheriff's Department Patients: Medical Care	Payable at current Medi-Cal rates	Variable
Sheriff's Department Patients: OMFS Services provided at detention center	Provided funds received from Sheriff's Department: \$4,000 per month	\$48,000
Patton Patients	95% of negotiated professional fee rate	Variable
Surgery Physician Assistants	2.00 FTE	\$260,000
Subtotal – Direct Patient Care and On-Call Coverage		\$6,633,000
Total fixed cost per annum*		\$8,719,000

* Total Neurointerventional Radiology call coverage is valued at \$3,000 per day/\$1,095,000 per year. Corporation is responsible for collecting professional revenue from payors. Hospital and Corporation shall reconcile collections (minus 10% collection fee) versus payments in this agreement quarterly, shortfall or overpayment shall be paid to the appropriate party accordingly.

** Total annual cost indicated does not include variable costs associated with this agreement.

5.02 Compensation for Direct Patient Care

Hospital shall not compensate Corporation for professional services rendered except as otherwise stated herein.

Corporation shall bill usual and customary charges for such services directly to the patient or appropriate third party payors in accordance with the laws and regulations of the State of California, the United States and appropriate governmental agencies and Corporation shall bear all risks for collection of said fees. Hospital shall use its best efforts to provide Corporation or its billing agents with all records and data necessary to accomplish such billing for patient care services rendered in an efficient and timely manner, to enable all billings to be made within the time limits established by law. Corporation shall not bill patients for services and responsibilities rendered by Corporation pursuant to Part III of this Contract, or for direct patient care rendered by fellows and residents not directly supervised by or in conjunction with faculty personnel of the Corporation.

5.03 Method of Payment

For services provided pursuant to Part III of this Contract, County shall pay Corporation on the fifteenth day of each month, for services provided in the prior month, unless otherwise noted in this Contract, following submission of billing under Paragraph 5.01 above.

5.04 Time Records

It shall be the responsibility of the Corporation to ensure that Practitioners sign and record their time spent in administration, supervision, and teaching (where applicable) pursuant to Part III of this Contract in accordance with the "Time Record Form" hereto attached as **Exhibit "A."** Corporation shall submit to County such time records as an attachment to the invoice supporting such activity within thirty days of the end of the calendar month during which the services were provided. Records that are incomplete shall be returned for completion. The parties acknowledge that the actual time required to perform the administration services may vary from month to month, provided, however, that Corporation shall ensure that the level of administration services is at least sufficient to meet the requirements under California Code of Regulations, Title 22, CMS Conditions of Participation, and Hospital accreditation standards regarding medical-administrative oversight of clinic activities. The County's obligation to compensate the Corporation for the administrative and teaching services described in Sections 3.03 and 3.04 of this Contract is contingent upon: (1) the Corporation's completion of the minimum number of administrative and teaching hours required by ACGME; and (2) the Corporation's submission of the time records described in this Section 5.04. In the event that any time record required under this section is delinquent for more than 30 days following occurrence of the delinquency, the County shall be entitled to withhold fees due to the Corporation pursuant to Section 5.01. Such withholding shall be made from the next payment due to the Corporation following such delinquency.

5.05 Electronic Fund Transfer Program

Corporation shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Corporation's designated checking or other bank account. Corporation shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

5.06 Billing Compliance/Indemnification

Corporation shall comply with all applicable laws, including those of any federal or state health care program, customary practice and other third party payor programs, whether public or private, in connection with billing and coding for Practitioner Services provided pursuant to this Contract. Corporation shall adopt and maintain billing and coding compliance policies and procedures to ensure Corporation's compliance with applicable laws including those of any federal or state health care program, including but not limited to the Medicare and Medi-Cal programs. Hospital shall have reasonable access to Corporation's records in order to assure Corporation's compliance with this Contract.

Each party hereby agrees to indemnify, defend and hold harmless the other party, their respective officers, supervisors, employees and agents from and against all liability, cost, loss, penalty or expense (including without limitation, attorneys' fees and court costs) resulting from inaccurate and/or improper billing for professional services rendered by Corporation to Hospital patients (collectively hereinafter known as "Billing Claim") in proportion to their respective fault in causing the Billing Claim.

5.07 Compensation Not Based on Referrals

The parties acknowledge that the compensation payable hereunder is intended to compensate Corporation solely for the described and identified services provided to Hospital and Hospital's patients hereunder and is not dependent upon the volume or value of any referral of patients by Corporation to Hospital or business generated by Corporation at Hospital. Nothing herein shall be intended or implied to require the referral of any patient to Hospital.

PART VI

DELINQUENT MEDICAL RECORDS AND REPORTS

- 6.01 Practitioners shall prepare and maintain, or cause to be prepared and maintained, complete and accurate medical records, in accordance with all applicable policies, laws, and regulations including Hospital and Medical Staff requirements for documentation, timeliness and completeness, for each patient who is treated by Corporation at Hospital or any Hospital Clinic. Said medical records shall, at all times, be the property of Hospital, but (subject to all applicable patient privacy laws and regulations) Corporation shall have reasonable access to such medical records and shall have the right to make copies thereof, at Corporation's sole cost and expense, upon reasonable notice to Hospital requesting to do so.
- 6.02 Corporation shall ensure completion of the medical records as stated in accordance with all applicable policies, laws, and regulations of the Hospital.
- 6.03 Corporation shall prepare and submit Resident Evaluations no later than fourteen (14) business days after receipt of written notification or in accordance with the most current timeframe put forth by the Hospital.
- 6.04 A medical record or Resident Evaluation not completed within the timeframes defined in this section is considered to be delinquent. In the event that any medical record or Resident Evaluation required under this section is delinquent for more than 60 days following occurrence of the delinquency, the County shall be entitled to withhold fees due to the Corporation pursuant to Paragraph 5.01. Such withholding shall be made from the next payment due to the Corporation following such delinquency. The withheld funds will remain in place until all delinquencies in place for greater than 60 days have been corrected.

PART VII

GENERAL PROVISIONS

7.01 Personnel

- a) All residents, fellows and non-medical personnel required for the proper operation of the Department and the Clinics, who are not employed by or who have not contracted with Corporation, shall be employed by Hospital or other affiliated institutions.

7.02 Independent Contractors

In the performance of work, duties, and obligations by Corporation under this Contract, it is mutually understood and agreed that the Corporation, its employees, associates, partners, and/or contracting persons are at all times acting and performing as independent contractors, practicing the profession of medicine and specializing in the Specialty. The Corporation, its employees, associates, partners, and/or contracting persons are not officers, employees, agents, or volunteers of the Hospital, and as such, the County's workers' compensation benefits will not be extended to the Corporation, its employees, associates, partners, and/or contracting persons.

Hospital shall neither have nor exercise any control or direction over the methods by which Corporation or its employees, associates, partners, or contracting persons shall perform duties subject to their clinical training and education unless directed by policy, law, or regulations. The sole interest and responsibility of Hospital is to assure that the Department and Services covered by this Contract shall be administered, performed, and rendered in a competent and efficient manner satisfactory to the Hospital's Director and Chief Medical Officer and based in accordance with the essentials of acceptable medical practice. All parties hereto shall fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of Practitioners and hospitals and to the operations of the Department. In addition, the parties shall also operate and conduct the Department in accordance with standards and recommendations of the American Osteopathic Association (AOA) and American Medical Association (AMA), the Policies and Procedures of the Hospital and County, and the Bylaws, Rules and Regulations of the Medical Staff as may be in effect from time to time.

7.03 Scribes

Corporation may utilize the services of qualified clerical and non-professional personnel referred to as scribes as a subcontractor. A scribe helps providers expedite the patient flow and improve medical record documentation speed and accuracy. A scribe functions under the direct supervision of the Corporation. The Corporation is ultimately responsible for all documentation in the medical record, including entries made by scribes. Corporation must ensure that all documentation in the medical record conforms to the Hospital policy, and all legal/regulatory requirements. Under no circumstances may scribes provide clinical services. Corporation and its subcontractor scribe(s) shall comply with all applicable Hospital policies, including, but not limited to, Policy No. 20, "Utilization of Scribes." In utilizing scribes, Corporation shall comply with all terms and conditions of this Contract, including, but not limited to, Part IX.

7.04 Subcontracting

Corporation agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from Hospital Director. Any subcontractor shall be subject to the same terms and conditions as Corporation. Corporation shall be fully responsible for the performance and payments of any subcontractor's contract.

7.05 Taxes and Workers' Compensation

Corporation shall assume sole and exclusive responsibility for payment of its federal and state income taxes, its federal social security taxes, and for maintaining insurance as provided in Section 7.06 of this Contract, including, but not limited to, workers' compensation insurance. Corporation agrees that County shall not be responsible for providing for the above taxes and insurance on behalf of Corporation; and the Corporation agrees pursuant to Section 7.06 of this Contract to defend, indemnify, and hold harmless County from any and all actions and/or claims which seek to collect said taxes and insurance from County.

Without in any way affecting the indemnity herein provided and in addition thereto, the Corporation shall secure and maintain throughout the contract term the following Workers' Compensation/Employers Liability insurance with limits as shown:

Workers' Compensation/Employers 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 two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Corporation and all risks to such persons under this Contract.

If Corporation has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

7.06 Professional Liability Indemnity

County shall indemnify Corporation as is provided by the Professional Liability Indemnity Clause, which is attached hereto as Exhibit "B" and is incorporated herein by this reference. Coverage shall be provided to corporation/subcontractors as detailed in "Breakdown of Coverage for Corporations and Subcontractors" hereto attached as Exhibit "D." No Practitioner shall be indemnified as provided in Exhibit "B" until such Practitioner is granted clinical privileges as a medical staff member.

7.07 Disagreement

Any questions or disagreement concerning standards of professional practice or the character of Services furnished in the Department shall be processed according to the Bylaws of the Medical Staff as are in effect from time to time.

7.08 Status of Parties

- A. The parties hereby expressly understand and agree that this Contract is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Corporation and County but is rather a Contract by and between independent contractors.
- B. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, health insurance, other fringe benefits of employment, or workers' compensation insurance.

7.09 Assignment

Nothing contained in this Contract shall be construed to permit assignment or delegation by Corporation of any rights or duties under this Contract and such assignment or delegation is expressly prohibited without the written consent of Hospital.

7.10 Contract Amendments

Corporation agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of the Contract and approved by the required persons and/or organizations.

7.11 Rules of Construction

The language in all parts of this Contract 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 Corporation. Section headings in this Contract are for convenience only and are not to be construed as a part of this Contract 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.

7.12 Governing Law and Venue

This Contract 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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

7.13 Severability

The provisions of this Contract are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Contract shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

7.14 Alternative Dispute Resolution

In the event the Hospital determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Notwithstanding the above, nothing herein shall preclude either party from pursuing its legal remedies at law in the event a mutually satisfactory solution is not reached.

7.15 Term of Contract

This Contract shall be effective at 12:00 a.m. on January 1, 2021, ("Effective Date"), and shall remain in effect through December 31, 2023 unless otherwise terminated pursuant to Section 7.16.

7.16 Termination

This Contract may be terminated by mutual written consent of the parties. This Contract may also be terminated by either party for any reason or no reason upon one hundred twenty (120) days prior written notice to the other party.

Hospital shall have the right to terminate this Contract immediately upon the occurrence of any one or more of the following events (however, all of the Hospital's remedies shall survive such termination):

- A. Corporation is unable or unwilling to perform the duties required by this Contract;

- B. Corporation is suspended or excluded from the Medicare or Medi-Cal program;
- C. Material breach, by Corporation, of any term or condition of this Contract. Hospital shall provide thirty (30) days advance written notice to corporation specifying the nature of the breach. Corporation shall have thirty (30) days from the date of the notice in which to remedy the breach; or
- D. Corporation becomes insolvent.

The Director of the Hospital is authorized to terminate this Contract on behalf of the County.

7.17 Changes in Healthcare Coverage, Delivery and/or Reimbursement

In the event that any legislative or regulatory change in healthcare coverage, delivery or reimbursement (including any change in Medicare or Medicaid policies or rules), whether state or federal, has, or is reasonably anticipated by either party to have, a significant adverse impact on a party hereto, the affected party shall have the right to require that the other party renegotiate the terms of this Contract. If after a good faith effort by each of the parties to resolve that significant adverse impact, it is determined that this Contract cannot be modified to address the significant adverse impact in a manner satisfactory to each of the parties consistent with applicable laws, then either party may terminate this Contract by giving thirty (30) days written notice to the other.

7.18 Notices

All notices or consents to be given by any party or parties to this Contract to any other party or parties hereto shall be given in writing, by personal service, by registered or certified mail, postage prepaid, by wire, mailgram or telegram, or by courier service or messenger. Notice given by personal service or otherwise shall be duly delivered or addressed as follows, or shall be directed to such other person or address as either party hereafter specify in writing:

To County: Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, California 92324-1819
Attention: Director

To Corporation: Cal Med Physicians and Surgeons, Inc.
410 Alabama Street, Suite 105
Redlands, CA 92374
Attention: President

Any such notice to any party deposited in the mails for delivery by the United States Postal Service shall be deemed for all purposes of this Contract to have been given 48 hours after such deposit. Notice delivered by any other means except personal service, shall be deemed given 48 hours after dispatch or transmission. Notice delivered by personal service shall be deemed given upon delivery.

7.19 Former County Officials

Corporation agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Corporation. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Corporation. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer, or member of such officer's staff, County department or group

head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. If during the course of administration of this Contract, the County determines that the Corporation has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

7.20 Inspection of Records

Corporation further agrees that only to the extent required by Section 952 of Public Law 96-499, and the regulations promulgated thereunder, those portions of the books and records of the Corporation which relate to the Corporation's activities pursuant to this Contract will be available to the Secretary of Health and Human Services or the Comptroller-General for a period of four (4) years after the relevant services are furnished.

7.21 Disability or Death

Within thirty (30) days of the approval of this Contract, Corporation shall submit a plan to provide for the continuity of services to Hospital in the event of the death or disability of any Practitioner(s) providing services under this Contract. The parties agree that at any time it is decided that the primary responsible Practitioner or Department Chair, as the case may be, is permanently disabled or otherwise unable to perform his or her duties under the contract, Corporation shall have three (3) months from the disability date to provide the services of another Practitioner acceptable to County in accordance with Parts II and II of this Contract. Further, County shall have the right from the date of disability to select or otherwise approve an acting chair to serve in such capacity until the expiration of the contract or his or her replacement is approved by the County and by Corporation. The parties expressly agree that at all times County shall receive the services and be provided with personnel all as set forth and required in the existing Contract.

7.22 Discrimination

During the term of the Contract, Corporation shall not discriminate against any employee or applicant for employment, patient or person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Corporation shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Corporation shall also comply with Exhibit "C."

7.24 Entire Contract

This Contract, including all referenced appendices, attachments, and exhibits, contains the final, complete and exclusive Contract between the parties hereto. Any prior Contract promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract 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 Contract and signs the same of its own free will.

7.25 Improper Consideration

Corporation shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Contract awarded by County.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Corporation shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Corporation. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

7.26 Authorization

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

7.27 Excluded Practitioners

Corporation 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, Medi-Cal or any other federal health care program for any item or service that has been furnished by an individual or entity that has been excluded or has been furnished at the medical direction or prescription of a Practitioner, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

Corporation represents that it has screened all current and prospective employees, Practitioners, partners and persons having five percent (5%) or more of direct ownership or controlling interest of the Corporation for eligibility against the OIG's List of Excluded Individuals/Entities ("LEIE") to ensure that ineligible persons are not employed or retained to provide services related to this contract, and will continue to periodically screen such individuals and/or entities against the LEIE. The OIG's website can be accessed at: <http://oig.hhs.gov/fraud/exclusions.asp>.

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

Corporation shall immediately notify the Hospital's Chief Compliance Officer should an employee, Practitioner, partner or owner become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this Contract.

7.28 Master List

The Hospital represents and warrants to the Corporation that this Contract, together with any other contracts between the Hospital and the Corporation, and between the Hospital and any Practitioner providing services on behalf of Corporation, will be included on the master list of Practitioner contracts maintained by the Hospital.

PART VIII

CONFLICT OF INTEREST

8.01 Statement of Economic Interests

Corporation and Practitioners shall comply with all applicable conflict of interest laws, rules and requirements, including, but not limited to, Government Code section 1090 et seq., the County's Conflict of Interest Code, and this Part VIII.

Corporation shall cause its Practitioner employees, Practitioners otherwise affiliated or attached to it and Practitioners who subcontract with it or who subcontract with its subcontractors, and who are members of the Hospital Active and Provisional Medical Staff, and who as a part of their duties under this contract make or participate in making decisions regarding the procurement or use of medical equipment or supplies, or other decisions having a material financial effect, to complete an annual Statement of Economic Interests as required by the County of San Bernardino.

Corporation shall inform Hospital of any ownership, investment or compensation interest or arrangement of Corporation which presents a professional, financial, Stark Law, or any other federal or state conflict of interest or materially interferes with corporation's performance of its duties under this Contract.

PART IX

PRIVACY AND SECURITY OF HEALTH RECORDS

- 9.01 The Corporation and the Hospital shall protect the privacy and provide for the security of patient identifiable health information and patient financial information disclosed to them in compliance with all applicable state laws and the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA"), the California Confidentiality of Medical Information Act ("CMIA") and all other applicable laws.

Any unauthorized acquisition, access, use, or disclosure of protected health information by Corporation or its staff may result in disciplinary action up to and including termination of privileges and services at Hospital.

- 9.02 Corporation and Hospital shall enter into written agreements with agents and subcontractors to whom the Corporation or Hospital discloses or provides access to patient identifiable health information that impose the same restrictions and conditions on such agents and subcontractors that apply to Corporation or Hospital with respect to such PHI, and that require compliance with all appropriate safeguards as required by HIPAA. Corporation and Hospital shall also enter into a separate business associate agreement if required by law.
- 9.03 In addition to complying with all applicable federal and state laws governing the privacy and security of patient information, including, without limitation, HIPAA and CMIA, the parties also acknowledge and agree that Hospital is a "covered entity," as such term is defined under HIPAA, and that with respect to all services provided to patients of Hospital, Corporation shall participate in Hospital's Organized Health Care Arrangement ("OHCA") and shall comply with Hospital's health information privacy and security policies and procedures, and with its notice of privacy practices.]
- 9.04 Corporation shall maintain and use appropriate and administrative, technical and physical safeguards, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security regulations and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, and all other laws and regulations relating to privacy and confidentiality of PHI, reasonably designed (i) to ensure the integrity, confidentiality, security and availability of PHI (ii) to prevent any reasonably anticipated unauthorized or prohibited use or disclosure of PHI received from Hospital; (iii)

to protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iv) to ensure compliance with this Contract by Corporation's employees. Corporation agrees to keep these security measures current and to document these security measures in written policies, procedures or guidelines. Specifically, without limitation, each party shall properly use all necessary security procedures to ensure that all transmissions of data are authorized and to protect the data from improper access, use or disclosure.

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

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

COUNTY OF SAN BERNARDINO

►

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 Morell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Cal Med Physicians and Surgeons, Inc.

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

By ►

(Authorized signature - sign in blue ink)

Name _____

(Print or type name of person signing contract)

Title _____

(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

►

Charles Phan, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

William L. Gilbert, Director

Date _____

APPENDIX “A”
HOSPITAL CLINICS

GENERAL SURGERY

VASCULAR/ENDOVASCULAR SURGERY

BURN

NERVOLOGICAL SURGERY

PLASTIC SURGERY

ORAL AND MAXILLOFACIAL SURGERY

APPENDIX “B”
CORPORATION PRACTITIONERS

[Insert list of Practitioners providing services under the Contract as of the Effective Date.]

Corporation: _____ Date: _____

☐ Approved

Hospital Director: _____ Date _____

Hospital Chief Medical Officer: _____ Date _____

APPENDIX “C”

ADMINISTRATIVE SERVICES

Chair of the Department of Surgery

- a. Establish rules and regulations for the operation of the Department and appropriate Sections and Units.
- b. Establish criteria for the issuing of clinical privileges in the Department and all of its Sections for approval by the Medical Executive Committee of the Hospital's Medical Staff and Governing Body.
- c. Review credentials of all physicians applying for clinical privileges in the Department and all its Sections and make appropriate recommendations to the Credentials and Medical Executive Committees of the Medical Staff.
- d. Establish a service for the care of patients with chronic and/or severe burn and other wounds both on an inpatient and ambulatory basis.
- e. Supervise the hyperbaric oxygenation unit for the treatment of patients suffering from severe burns or other wounds resistant to other modes of treatment.
- f. Establish proctoring of the clinical and educational performance and activities of all newly acquired clinical privileges for all physicians of the Department and all its Sections in accordance with any applicable rules and regulations, including those of the Hospital and of its Departments, Divisions, and Sections.
- g. Review, along with the Chief Medical Officer, on an annual basis, the clinical and educational performances of all staff physicians with clinical privileges in the Department and of all its Sections.
- h. Establish in conjunction with the Program Directors of all Hospital's Residency Training Program a core curriculum designed to meet the educational requirements for the teaching of Surgery and its subspecialties to said Residents.
- i. Ensure that such a core curriculum is established and presented on an annual basis and updated as is necessary.
- j. Ensure that the medical records of all patients treated by physician members of the Department and all its Sections are completed in a timely and accurate manner.
- k. Prepare and submit to the Program Directors a written evaluation of the performance of all Residents having performed in the Department. Such evaluation shall be submitted no later than the thirtieth day following the completion of each resident's service in the Department.
- l. Meet all pertinent requirements and performing all duties and functions relating to the Department which may be necessary to meet the terms of affiliation agreements established between Hospital and medical schools, universities, colleges and other institutions or agencies.
- m. Participate and cooperate in Hospital's Quality Assurance Program.
- n. Carry out all additional duties and functions of the Department Chairs and Vice-Chairs as delineated in the Bylaws of the Hospital's Medical Staff as are in effect from time to time.

- o. Establish, implement, and oversee policies, procedures, protocols for the efficient operation of Hospital's Trauma Center.
- p. Establish, implement, and oversee protocols and policies for the efficient operation and continued designation of Hospital's Burn Center.
- q. Provide on an ongoing basis such administrative and educational management of Hospital's Residency Training Program in surgery and the surgical subspecialties necessary to train competent Board Qualified Physicians and to act as liaison between Arrowhead Regional Medical Center and affiliated Residency Training Programs.
- r. Coordinate and oversee all administrative, supervisory, and teaching activities provided by all Departments of Surgical Services including Departments of Orthopedic Surgery, Obstetrics and Gynecology, the Section of Urology, and any other Department or specialty surgical service which may be established.
- s. Review and make recommendations for approval of all budget requests for personnel, capital equipment etc. submitted by all surgical departments and sections.
- t. Coordinate and oversee Quality Assurance, Risk Management, and Medical Staff activities for all surgical departments and sections.
- u. Participate in all managed care programs sponsored by or approved by County and all group practice activities of the Hospital's Medical Staff.
- v. Oversee and assure the timely completion of medical records, operation notes, resident evaluations etc., by all surgical departments and section.
- w. Ensure that all Practitioners, physicians, physician assistants and non-professional staff of the Corporation comply with all relevant Federal and State laws and regulations and comply with applicable provisions of the following:
 - 1. Arrowhead Regional Medical Center Policy and Procedures
 - 2. County of San Bernardino Policy and Procedures
 - 3. California Code of Regulations – Title 22
 - 4. Centers for Medicare and Medicaid Services – Conditions of Participation
 - 5. Healthcare Facilities Accreditation Program
 - 6. The Heath Insurance Portability and Accountability Act
 - 7. Joint Commission Accreditation Program

Supervision

- a. Supervise and, when necessary, render surgical care to all patients seeking or requiring surgical care at Hospital, whether seen initially in Surgical, Family Medicine, or Medical clinics.
- b. Supervise and, when necessary, render surgical care to all patients seeking or requiring such care at Hospital when seen in the Emergency Room, Trauma Center, and any other special surgical units or center, including the Burn Center, Neurological Surgery, Wound Care, and Hyperbaric Oxygenation Service.
- c. Supervise all clinical activities of all residents participating in Hospital-sponsored training programs, while serving in the Department of Surgery or the appropriate Section of Surgery.

- d. Supervise the clinical activities of specialty residents assigned by other medical schools for training in General Surgery, and any other appropriate Section, including Urology, and Neurosurgery.
- e. Supervise all care rendered in all ambulatory care clinics pertinent to the Department and all its sections including those in Neurological Surgery, and Urological Surgery, as well as the Wound Care Clinic.
- f. Supervise the clinical activities of all medical students assigned as clinical clerks for training in the Department and appropriate Sections.

All Practitioners provided under this Contract shall:

- Maintain 80% attendance record for all department/committee meetings to which the Practitioner has been assigned.
- Actively contribute to department/committee in a collaborative manner
- Arrive on time and stay throughout entire department/committee meetings (applies to all department chairs, program directors, vice chairs, and section directors as designated pursuant to Parts I, II, and II of this Contract).

In the event Corporation fails to provide such coverage, the parties agree that compensation due to Corporation, pursuant to Part V of this Contract for administration of these positions, shall be reduced in proportion to the actual reduction in coverage of these positions.

EXHIBIT "A"
TIME RECORD FORM

ARMC MONTHLY PHYSICIAN TIME AND ACTIVITY LOG

Month:		Year:		Department:				
Physician:				Position:				
End of month attestation: I attest under penalty of law that I have personally performed the activities and hours shown below and that all hours recorded are for services under this contract.								
Signature:					Date:			
Please print name:								
Reviewed by Dept Chair:					Date:			
Please print Dept Chair name:								
DATE	SHIFT	ACTIVITY/DESCRIPTION (Inpatient; Clinic; Face to Face; Reviewing Notes; Phone; Lecture; Consult; etc)	NUMBER OF HOURS					TOTAL HOURS
			Teaching and/or Supervision	Admin	Direct Care	On-Call (Y or N)	Other	
GRAND TOTALS FOR MONTH:								

Exhibit "B"

PROFESSIONAL LIABILITY INDEMNITY

1. As an additional element of compensation to the Corporation under this Contract, the County shall indemnify the Corporation as is provided below.
2. For purposes of this Part (Professional Liability Indemnity), the term "Corporation" shall include:
 - a. The Corporation itself;
 - b. The Corporation's Practitioner board members and Practitioner employees;
 - c. Paraprofessionals, paramedical personnel, Practitioner extenders and all other persons employed by the Corporation who are providing services required of the Corporation by this Contract;
 - d. Medical professional corporations, partnerships or other legal entities which, or individuals who, subcontract with the Corporation to perform services required of the Corporation by this Contract ("first tier subcontractor(s)"), including all Practitioners and other employees of such first tier subcontractor(s) who render services required of the Corporation by this Contract; and
 - e. Medical professional corporations, partnerships or other legal entities which, or individuals who, subcontract with first tier subcontractors to perform services required of the Corporation by this Contract ("second tier subcontractors"), including all Practitioners and other employees of such second tier subcontractors who render services required of the Corporation under this Contract. The County's obligation to indemnify the first tier or second tier subcontractors or their employees as provided in subparagraphs (d) and (e) of this paragraph 2 herein above is contingent upon the following: (1) a written Contract or provision of a written Contract executed by the Corporation and such first tier or second tier subcontractor(s), which Contract or provision requires that the first tier or second tier subcontractor(s) adhere to the terms and conditions of this Part (Professional Liability Indemnity); and (2) the approval in writing by the Hospital's Director of said Contract or provision of Contract.
3. The County shall, subject to the terms, limitations, exclusions, and conditions of this Contract, indemnify, defend, and hold harmless the Corporation for any and all sums which the Corporation shall by law be held liable to pay for damages arising out of any demand for money or services by any patient, or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, in professional services rendered or that should have been rendered by Corporation exclusively at the Hospital or County-sponsored facilities provided always that:
 - a. Such malpractice results in a claim being made or legal action commenced against the Corporation, and notice of such claim or action has been given in accordance with the provisions contained in paragraph 9 of this Part (Professional Liability Indemnity);
 - b. There shall be no liability hereunder for any claim or action against the Corporation for malpractice committed or alleged to have been committed prior to the operational date or subsequent to the term of this Contract.

The date that a claim is made shall not determine the coverage under this Part. Any claim of malpractice or alleged malpractice that occurs during the term of this Contract shall be indemnified against, regardless of the date on which the claim is made or the action is filed.

4. The indemnification promised hereby shall include all theories of liability against the Corporation regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the Corporation. Such indemnification as is afforded by this Contract is extended to include the Corporation only while it is acting within the scope of duty pursuant to the terms of this Contract and shall not apply to acts or omissions by or at the direction of the Corporation committed with actual malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the Corporation, any act committed in violation of any laws or ordinances resulting in criminal conviction, services rendered while under the influence of intoxicants or narcotics, or any practice or service not required by the terms of this Contract.
5. In providing for such indemnification, it is not the intent of either party to waive any applicable statutory or other immunity from liability or any of claims requirements of the Government code. Such indemnification shall not exceed one million (\$1,000,000) per occurrence or claim for any single act or omission indemnifiable hereunder, or the sum of three million (\$3,000,000) aggregate, which shall occur in any single operating year of this Contract. For purposes of this Part (Professional Liability Indemnity), said operating year shall run from July 1 to June 30.
6. The County shall provide the indemnification referred to above through a program of self-insurance. The Corporation shall follow the guidelines and procedures contained in any risk management plan which may be established by the County, upon being informed in writing by the County of such guidelines and procedures.
7. As respects the indemnity afforded by this Contract, the County shall, in the name of and on behalf of the Corporation, diligently investigate and defend any and all claims or suits made or brought against Corporation, shall retain as legal counsel attorney(s) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to attorneys' fees, expert witness fees, and court costs. In addition to and not inconsistent with any other provision of this Part (Professional Liability Indemnity) the Corporation may, at its option and sole expense, participate in the investigation, settlement or defense of any claim or suit against the Corporation. The County will not settle any claims without the written consent of the Corporation (written consent shall not be required upon dismissal of the Corporation). If, however, the Corporation in any such claim or suit refuses to consent to any settlement recommended in writing by the County and elects to contest or continue any legal proceedings, then the liability of the County shall not exceed the amount for which the claim or suit could have been so settled plus the cost and expense incurred with its consent up to the date of such refusal. Any judgment rendered against the Corporation in excess of the settlement figure recommended in writing by the County shall be the sole responsibility of the Corporation with respect to said excess amount, including all costs plus all attorneys' fees, relating to such excess amount.
8. If a payment in excess of the amount of indemnity available under this Professional Liability Indemnify clause must be made to dispose of a claim, then the liability of the County for costs and expenses incurred with its consent shall be in such proportion hereof as the amount of indemnity available under this clause bears to the amount paid to dispose of the claim.
9. The following are conditions precedent to the right of the Corporation to be defended and/or indemnified under this Part (Professional Liability Indemnity) provided that the County may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such condition(s):
 - a. During the currency of this Contract, the Corporation shall, within ten (10) business days, after receiving knowledge of any event described in this subparagraph (a.) of this Section 9, give to the person or persons designated by the County notice in writing of:

- (1) Any conduct or circumstances which the Corporation should reasonably believe may give rise to a claim for malpractice being made against the Corporation, or
- (2) Any claim for malpractice made against the Corporation, or
- (3) The receipt of notice from any person of any intention to hold the Corporation responsible for any malpractice.

b. The Corporation shall at all times without charge to the County:


- (1) Give to the County or its duly appointed representatives such information, assistance, and signed statements as the County may require; and
- (2) Assist, without cost to the Corporation, in the County's defense of any claim, including without limitation, cooperating with the County, and upon the County's request, attending hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

c. The Corporation shall not, without the written consent of County's duly appointed representative, admit liability for or settle any claim, or

- (1) Incur on behalf of the County any cost or expense in connection with such claim, or
- (2) Give any material or oral or written statements to anyone in connection with admitting or settling such claim.

10. If the County becomes liable for any payment under this Part (Professional Liability Indemnity), the County shall be subrogated to the extent of such payment, to all the rights and remedies of the Corporation against any party in respect of such loss and shall be entitled at its own expense to sue in the name of the Corporation. The Corporation shall give to the County all such assistance as the County may require to secure its rights and remedies and, at the County's request, shall execute all documents necessary to enable the County effectively to bring suit in the name of the Corporation.

EXHIBIT "C"

	COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 07-01 PAGE 1 OF 4 EFFECTIVE DATE March 20, 2018
POLICY PROHIBITING DISCRIMINATION, HARASSMENT AND RETALIATION		APPROVED ROBERT LOVINGOOD Chair, Board of Supervisors
<p><u>POLICY STATEMENT AND PURPOSE</u> The County of San Bernardino (County) is committed to providing an environment free of discrimination, harassment, including sexual harassment, and retaliation.</p> <p><u>DEPARTMENTS AFFECTED</u> Board of Supervisors, Elected Officials, all County Agencies and Departments, Board-Governed Special Districts, and Board-Governed Entities.</p> <p><u>POLICY</u> The County prohibits discrimination, harassment and retaliation by all persons involved in or related to the County's business or operations, which includes, but is not limited to: any County elected official; any employee of the County, including supervisors, managers, and co-workers; applicants; contract employees; temporary agency employees; interns; volunteers; contractors; all persons providing services pursuant to a contract, including suppliers and customers; and all other persons with whom individuals come into contact while working. Conduct does not need to rise to the level of a violation of law in order to violate this Policy.</p> <p>The County prohibits and will not tolerate discrimination, harassment and/or retaliation on the basis of:</p> <ul style="list-style-type: none"> • Race • Religion (includes religious dress and grooming practices) • Color • National Origin (includes language use restrictions and possession of a driver's license issued pursuant to California Vehicle Code section 12801.9 [authorizing the DMV to issue a driver's license to a person who is unable to prove that their presence in the United States is authorized under federal law]) • Ancestry • Disability (mental and physical, including HIV and AIDS, cancer and genetic characteristics) • Medical Condition (genetic characteristics, cancer or a record or history of cancer) • Genetic Information • Marital Status/Registered Domestic Partner Status • Sex/Gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) • Gender Identity/Gender Expression/Sex Stereotype/Transgender (includes persons who are transitioning, have transitioned, or are perceived to be transitioning) • Sexual Orientation • Age (40 and above) • Military and Veteran Status • Any other basis protected by applicable federal, state or local law or ordinance or regulation. <p>These classes and/or categories are the "Protected Class(es)" covered under this Policy. For more information, visit www.dfeh.ca.gov/Employment.</p> <p>The County also prohibits and will not tolerate discrimination, harassment and retaliation based on the perception that an individual is a member of one or more of the Protected Classes, or is associated with a person who is or is perceived to be a member of one or more of the Protected Classes.</p>		

The County also prohibits and will not tolerate retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations, hearings, or other proceedings regarding a complaint under this Policy.

1. DISCRIMINATION PROHIBITED

The County prohibits discrimination against any employee, job applicant or unpaid intern in hiring, training, promotions, assignments, termination, or any other term, condition, or privilege of employment on the basis of a Protected Class.

Discrimination can also include failing to reasonably accommodate qualified individuals with disabilities or an individual's religious beliefs and practices (including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs) where the accommodation does not pose an undue hardship. Individuals needing an accommodation should contact their immediate supervisor or Human Resources Officer and discuss their need(s). The County will engage in an interactive process to identify possible accommodations. Absent undue hardship, the County will reasonably accommodate employees and applicants with disabilities to enable them to perform the essential functions of a job and will reasonably accommodate the religious beliefs and practices of an employee, applicant and unpaid intern.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is also prohibited. Pay differentials, however, may be valid in certain situations as defined by law. Employees will not be retaliated against for inquiring about or discussing wages.

2. PROHIBITED HARASSMENT, INCLUDING SEXUAL HARASSMENT

The County prohibits harassment against any employee, job applicant, unpaid intern, volunteer, contractor and any other person providing services to the County pursuant to a contract.

Prohibited harassment is not just sexual harassment but harassment based on any Protected Class.

Prohibited harassment may be made in general or directed to an individual, or a group of people. Prohibited harassment may occur regardless of whether the behavior was intended to harass. Harassing behavior is unacceptable in the workplace as in all other work-related settings, such as business trips and business-related social events.

Forms of prohibited harassment include, but are not limited to, the following:

Verbal Harassment - derogatory jokes or comments, epithets or slurs; unwanted sexual advances, invitations, comments, posts or messages; derogatory or graphic comments; sexually degrading words; suggestive or obscene messages, notes or invitations; repeated romantic overtures, sexual jokes and comments or prying into one's personal affairs.

Physical Harassment - assault; impeding or blocking movement; following/stalking; unwelcome touching or any physical interference with normal work or movement when directed at an individual.

Visual Harassment - derogatory, prejudicial, stereotypical, sexually-oriented or suggestive or otherwise offensive text or email messages, web pages, screen savers and other computer images, online communications, social media tags and postings, posters, photographs, pictures, cartoons, notes, notices, bulletins or drawings and gestures; displaying sexually suggestive objects; staring or leering; or communication via electronic media of any type that includes any conduct that is prohibited by any state and/or federal law or by County Policy.

Sexual Harassment - Sexual harassment is a form of discrimination based on sex/gender (including

pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Sexual harassment includes verbal, physical and visual harassment, as well as unwanted sexual advances. Individuals of any gender can be the target of sexual harassment. Sexual harassment does not have to be motivated by sexual desire to be unlawful or to violate this Policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

There are two types of Sexual Harassment:

"Quid Pro Quo" sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.

"Hostile Work Environment" sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with your work performance or create an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

3. COMPLAINT PROCESS AND REMEDIAL ACTION

Anyone who believes they have been the subject of, becomes aware of, or observed discrimination, harassment, retaliation or other prohibited conduct, should report or make a complaint (either orally or in writing) to their supervisor, the supervisor of the offending party, a representative from the County's Equal Employment Opportunity (EEO) Office or to a Human Resources Officer as soon as possible after the incident. Individuals may bring their report or complaint to any of these individuals. Employees are not required to confront or approach the person who is discriminating against, harassing or retaliating against them. The County's EEO Office can be reached at **1-909-387-5582 (or, TDD 7-1-1)**. Human Resources Officers can be reached by calling the County's Employee Relations Division at **1-909-387-5564 (or, TDD 7-1-1)**. For more information, visit www.sbcounty.gov/hr.

Individuals who believe they have been discriminated against or harassed, have been retaliated against for resisting or complaining about discrimination or harassment or for participating in an investigation may also file a complaint with the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH). The EEOC and DFEH investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. The nearest EEOC office can be found by calling **1-800-669-4000 (or, TTY, 1-800-669-6820)**. For more information about the EEOC, visit www.eeoc.gov. The nearest DFEH office can be found by calling **1-800-884-1684 (or, TTY, 1-800-700-2320)**. For more information about the DFEH, visit www.dfeh.ca.gov.

When the County receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations that provides all parties appropriate due process. The County will reach reasonable conclusions based on the evidence collected.

The County will maintain confidentiality to the extent possible and consistent with the rights of employees under the County's Personnel Rules and relevant laws. However, the County cannot promise complete confidentiality. The County's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner;
- Documented and tracked for reasonable progress;

- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner

The County prohibits behavior that is or may be perceived as discriminatory, harassing and/or retaliatory. If the County determines that harassment, discrimination or retaliation or other prohibited conduct occurred, appropriate and effective correction and remedial action will be taken. The County will also take appropriate action to deter future misconduct.

Any employee determined by the County to be responsible for discrimination, harassment, retaliation or other prohibited misconduct will be subject to appropriate disciplinary action, up to, and including termination of employment. Employees who engage in unlawful harassment can be held personally liable for the misconduct.

4. SUPERVISOR/MANAGER RESPONSIBILITY

Supervisors and managers who are aware of or receive complaints of discrimination, harassment, and/or retaliation, even if the occurrence is not directly within their line of supervision or responsibility, must immediately report such conduct or complaint to the Human Resources Officer assigned to their department or any representative of the County's EEO Office so the County can try to resolve the complaint.

5. TRAINING OF SUPERVISORS/MANAGERS AND ELECTED OFFICIALS

All supervisors, managers, elected officials or other persons with supervisory authority will receive and must complete mandatory harassment prevention training as required by California law.

6. RETALIATION PROHIBITED

The County will not retaliate against anyone who reports an alleged violation of this Policy, files or assists another with a complaint under this Policy, causes information to be provided, participates (as witnesses or the accused) in an investigation, hearing or other proceeding regarding a complaint under this Policy or otherwise opposes discrimination, harassment or retaliation. The County will not retaliate against anyone who requests a reasonable accommodation and will not knowingly tolerate or permit retaliation by elected officials, management, employees or co-workers.

LEAD DEPARTMENT

Human Resources

APPROVAL HISTORY

Adopted June 7, 1994 (Item Number 71);

Amended January 26, 1999 (Item Number 11); December 16, 2003 (Item Number 104); August 30, 2005 (Item Number 113); March 20, 2018 (Item Number 22)

REVIEW DATES

MARCH 2023

Exhibit "D"

BREAKDOWN OF COVERAGE FOR CORPORATIONS AND SUBCONTRACTORS

This sheet references "tiers" of Corporation/subcontractors as provided in **Exhibit B** of this Contract. The use of the word "tier" refers to the levels of Corporation and subcontractors. The use of the word "tier" does not imply any quality rating of Practitioners, just the levels from the County to Corporation to subcontractors. The County will only provide coverage down to the tier II level and not any further. All Corporations must have written subcontracts with their subcontractors performing services at the Hospital.

San Bernardino County contracts with healthcare Practitioner corporation.

1. Tier Ø – Is a Practitioner corporation that has a written contract with the County of San Bernardino to provide services at the Hospital.

Coverage will be provided to:

- Partners of the Corporation
- Direct employees of the Corporation

2. Tier I – Is a Practitioner subcontractor (Practitioner, partnership or corporation) that has a written subcontract with a Tier Ø Practitioner Corporation to render services that the Tier Ø Practitioner Corporation is required to perform pursuant to its contract with the County, obligating the Tier I Practitioner subcontractor to perform all or a portion of said services on behalf of the Tier Ø Corporation.

Coverage will be provided to:

- Partners of the Tier I subcontractor
- Direct employees of the Tier I subcontractor

3. Tier II – Is a Practitioner subcontractor (Practitioner, partnership or corporation) that has a written subcontract with a Tier I Practitioner subcontractor to render services that the Tier I Practitioner subcontractor is required to perform pursuant to its contract with the Tier Ø Practitioner Corporation, obligating the Tier II Practitioner subcontractor to perform all or a portion of said services on behalf of the Tier I Practitioner subcontractor.

Coverage will be provided to:

- Partners of the Tier II subcontractor
- Direct employees of the Tier II subcontractor

4. **There is no coverage for any subcontracting below the Tier II level or for any entity that does not have a WRITTEN contract between different tiers.**

ATTACHMENT A
PRACTITIONER ACKNOWLEDGMENT

The undersigned (each a "Practitioner") acknowledge that they provide services to the County of San Bernardino, through Arrowhead Regional Medical Center (the "Hospital") under the terms of a Professional Service Agreement (the "Contract") between the Hospital and Cal Med Physicians and Surgeons, Inc. (the "Corporation") dated September 15, 2020 ("Effective Date"). Accordingly, the undersigned acknowledges that:

1. The following representations made in Section 3.02 of the Contract are true and accurate, as to Practitioner, as of the date hereof:
 - a. Practitioner maintains an unlimited, unrestricted license to practice in the state of California;
 - b. Is board certified or is eligible for board certification, or was an active member of the Hospital's Medical Staff or Advanced Practice Professional Staff as of the Effective Date;
 - c. Maintains membership on the Medical Staff or Advanced Practice Professional staff of Hospital, with appropriate clinical privileges and/or practice prerogatives;
 - d. Is a participating Practitioner in the Medicare and Medi-Cal programs, participates in all payor contracts Hospital enters, and in other government health plans in which Hospital participates;
 - e. Participates in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by Corporation's continuing medical education policy;
 - f. Is not an excluded, debarred or suspended Practitioner for any state or federal health care program, federal procurement program or of the U.S. Food and Drug Administration;
 - g. Has never been convicted of a felony, or of a misdemeanor involving patient care issues, violation of healthcare laws or moral turpitude, or has been subject to exclusion from participating as a Practitioner in either the Medicare, or a state Medicaid program; and
 - h. Has never had his/her privileges or prerogatives to practice at any health care facility, medical staff membership, or license to practice in any state been limited, suspended, revoked or voluntarily relinquished.
2. Practitioner agrees that while providing services under the Contract he or she shall not compete with the Hospital by re-directing County Patients (as defined herein) to private practice ventures (i.e. non-County providers or facilities). For purposes of this paragraph, "County Patients" shall include any and all patients initially seen by the Practitioner while providing services under the Contract including any patients seen by Practitioner in the Hospital, any Hospital Clinic or any other County facility. This requirement to make referrals to the County shall not apply if: (1) the patient expresses a preference for a non-County provider or facility; (2) the patient's insurer determines the provider, practitioner or supplier; or (3) the referral is not in the patient's best medical interests in the Practitioner's judgment. In addition, Practitioner agrees that referral requirement in this paragraph relates solely to the Practitioner's services covered by the scope of the Contract and the referral requirement is reasonably necessary to effectuate the legitimate business purposes of the Contract. In no event shall the Practitioner be required to make referrals that relate to services that are not provided by the Practitioner under the scope of the Contract.
3. The Contract gives the Hospital the right to immediately remove a Practitioner from the list of approved Practitioners by written notice to the Corporation at any time during the term of this Contract with or without cause. If removed from the list of approved Practitioners, a Practitioner may no longer furnish services under the Contract and the Corporation and the Hospital will work together to ensure appropriate continuity

of care for any affected patients. Removal of a Practitioner from the list of approved Practitioners does not affect the Practitioner's medical staff membership or clinical privileges, and does not generate hearing rights under the Hospital's Medical Staff Bylaws.

4. Practitioner agrees to abide by the terms of the Contract.

Agreed and acknowledged:

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____