



Contract Number

21-107

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Riverside Healthcare System, L.P.</u>
Contractor Representative	<u>DBA Riverside Community Hospital</u>
Telephone Number	<u></u>
Contract Term	<u></u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>9182424200</u>

AFFILIATION AGREEMENT FOR RESIDENCY ROTATIONS

This affiliation agreement for residency rotations ("Agreement") is entered into by and between the County of San Bernardino ("County") on behalf of Arrowhead Regional Medical Center ("Medical Center", or "ARMC") on the one hand, and Riverside Healthcare System, L.P dba Riverside Community Hospital ("RCH").

WITNESSETH:

WHEREAS, the parties each provide approved Graduate Medical Education ("GME") program for medical school graduates ("Residents") which require clinical experiences for Resident(s) in accordance with the Accreditation Council for Graduate Medical Education ("ACGME"), or an accrediting agency reasonably equivalent to the Joint Commission ("TJC");

WHEREAS, the parties acknowledge a desire to contribute to health related education for the benefit of Resident(s) and to meet community needs;

WHEREAS, it is to the benefit of the parties that those in the GME Programs have the opportunity for clinical experience to enhance their capabilities as practitioners;

WHEREAS, the facilities of each party have unique attributes that are of benefit to Residents in their training, and the parties have agreed that Residents in the residency program at RCH should do clinical rotations at ARMC and its facilities; and

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. General Information

A. General Relationship

Based upon the terms and conditions set forth in this Agreement, ARMC shall make its facilities available to Residents from RCH for the purpose of receiving clinical teaching and supervision in the specific specialties agreed upon by the parties and for which the parties have entered into a Program Letter of Agreement ("PLA"). The number of RCH Residents, the duration of rotation, and schedule for the rotations at ARMC in the respective medical specialties shall be determined based on the respective PLAs and mutual agreement by the respective program directors for the relevant residency programs at RCH and ARMC. All actions taken as a result of this Agreement shall be in accordance with the RCH and ARMC rules and regulations that are in effect during the term of the Agreement.

B. Standards of Operations

The parties, at their own expense, shall operate and maintain their respective facilities in accordance with the standards prescribed and maintained by TJC, state and federal law, and other applicable accrediting agencies.

The parties shall each assume sole responsibility for the accreditation of the GME program(s) they sponsor and for obtaining required approval, if any, in accordance with the standards prescribed by the ACGME or TJC. During the term of this Agreement, both parties agree to comply with all such applicable ACGME or TJC standards for residency training, the Program Letters of Agreement between the parties relating to the pertinent specialty, and to collaborate as may be required for accreditation purposes.

C. ACGME Affiliation Approval

The parties understand and agree that if this Agreement is not acceptable to and/or is found not to meet the standards prescribed by the ACGME at any time, now or in the future, this Agreement shall be immediately terminated upon written notice to the other.

D. Licenses

The parties shall, through the term of this Agreement, maintain any license(s) or verify the maintenance of such license(s) necessary for the provision of the Resident(s) services hereunder as required by the laws and regulations of the United States, the State of California, County of San Bernardino and all other governmental agencies and accrediting bodies. Each party shall notify the other party immediately in writing of its inability to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement as determined solely by the party receiving such notice; the prior 30 day advanced written notice of termination set forth in Section XII of this Agreement shall not be required.

II. Training Issues and Duties

A. Residency Specialties

RCH shall have knowledge of all residency programs at ARMC in which Residents from the RCH participate. The parties understand and agree that the decision to accept any particular RCH Resident for rotation at ARMC is at the sole discretion of ARMC.

B. Research

Research at ARMC by RCH Residents may only be undertaken when approved by ARMC's administration, its Institutional Review Board, the Supervising Physicians, the patient and the patient's treating physician.

C. Rotation Directors and Supervising Physicians

ARMC will designate qualified members of its medical staff to provide coordination and oversight of RCH Residents' educational activities and assignments while training at ARMC. Such persons shall be the Program Director or his or her designee of the pertinent medical specialty at ARMC.

D. Patients

The parties agree that all patients of ARMC may be part of the clinical training program, if agreed to by the patient's treating physician and the patient. It is understood and agreed that it is the responsibility of ARMC and its medical staff members to assure consent has been obtained from each patient prior to allowing RCH Resident(s) to attend to any such patient as part of the training program.

E. Confidentiality

The parties both agree to maintain confidentiality of patient records and information in accordance with all applicable state and federal laws, regulations, guidelines and directives relating to confidentiality of patient records and protected health information.

F. Non-Discrimination

The parties agree to make no unlawful distinction among Resident(s) covered by this Agreement on the basis of race, color, sex, sexual orientation, creed, age, disability, religion, national origin, or any other legally protected status based on California and federal laws.

G. Resident Decorum

ARMC shall notify the RCH Program Director of the pertinent residency program if any RCH Resident's conduct is found unacceptable to ARMC. RCH shall take appropriate action to correct the unacceptable conduct of the Resident(s). RCH shall advise Resident(s) of their responsibility to abide by ARMC's policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free Workplace Act. ARMC agrees to orient such Resident(s) to its policies and procedures for which they will be held accountable. ARMC agrees to provide RCH Resident(s) with its own Resident Information Handbook or equivalent, which includes general policies regarding graduate medical education training.

H. Corrective Action/Grievance

RCH will adhere to its own policies concerning graduate medical education issues, including academic discipline, complaints and grievances from their Resident(s). An individual Resident's disciplinary problems relating to conduct at ARMC shall be evaluated jointly by ARMC and RCH in conference. Any corrective action shall be undertaken consistent with the policies of the residency program. ARMC may immediately remove from its facilities any Resident who poses an immediate threat or danger to personnel or patients or to the quality of medical services at ARMC.

I. Health Verification

RCH shall assure that all Resident(s) assigned by them to ARMC have complied with all applicable health requirements, including having undergone a pre-placement physical and agrees to maintain all current health records for Residents. RCH agrees to assure that its Resident(s) have been trained in infection control procedures, maintain current Basic Life Support and Advanced Cardiac Life Support certificates, and are current with all required immunizations as required by ARMC policies. Each Resident assigned to ARMC shall be required to provide to ARMC satisfactory evidence that each Resident is free from contagious disease and does not otherwise present a health hazard to ARMC patients, employees, volunteers or guests prior to his or her participation at ARMC. Such evidence shall include without limitation the results of a recent tuberculin skin test, chest x ray and physical examination and evidence of immunity from rubella and measles. RCH and/or the Resident shall be responsible for arranging and

paying for the Resident's medical care and/or treatment, if necessary, including transportation in case of illness or injury while training at ARMC. In no event shall ARMC be financially or otherwise responsible for said medical care and treatment.

J. Background Verification

Prior to any RCH Resident starting a rotation at ARMC under this Agreement, RCH shall ensure that it has conducted a background check in accordance with applicable State caregiver background check law. The results of the background check must contain clearance for at least the past seven (7) years and must include at least the following:

- a. All names
- b. Criminal background check
- c. Social Security Number
- d. Sex Offender Database
- e. Office of Inspector General (OIG/GSA).

RCH Residents must not have any unacceptable hits as part of the background check. Unacceptable hits include any arrests or convictions for:

- f. Murder
- g. Sexual offenses/misconduct
- h. Physical abuse
- i. Misdemeanor or felony fraud
- j. Misdemeanor or felony theft
- k. Misdemeanor involving weapons/violence/cruelty
- l. Felony assault
- m. Felony involving weapons/violence
- n. Felony possession and furnishing (without rehabilitation certificate)
- o. Multiple charges – two or more of the same or different nature
- p. Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
- q. Recent DUI charge – those which have occurred within the last 24 months

K. Medical Licensure

All Resident(s) shall meet and comply with either the requirements regarding state licensure or the postgraduate training registration requirements of the Medical Board of California or Osteopathic Board of California. RCH shall assure appropriate compliance prior to the Resident(s) assignment to ARMC. RCH shall also ensure that Residents are not sanctioned on the Center for Medicare Services Fraud list.

L. Resident Duties

The duration of Resident rotations and scope of activities of Residents at ARMC shall be jointly determined by ARMC and RCH consistent with the pertinent Program Letter(s) of Agreement between the parties. The general duties of the Resident(s) shall include, but not be limited to, the following: histories and physical examinations, discharge summaries, consultations, care for inpatients and respective services, surgical and medical procedures and outpatient clinic service, under supervision by members of the medical staff as appropriate.

M. Medical Records

Medical records may be completed by the Resident(s) in compliance with the standard and restrictions imposed by the applicable regulatory agencies. The parties understand and agree, however, that the ultimate and final responsibility for medical records completion lies with ARMC's Medical Staff members and/or Supervising Physician, not the RCH Resident(s).

N. Responsibilities of RCH

In addition to those other responsibilities of RCH set forth in this Agreement, RCH shall be responsible for the following: (a) ensuring that the Program Director for the relevant specialty at RCH shall be available for consultation with ARMC, the RCH Resident(s), and supervising faculty for all purposes associated with the relevant medical specialty residency program; (b) retaining responsibility for the overall planning, administration and coordination of the residency programs at RCH; (c) requiring that all of its Residents who rotate through ARMC abide by the policies, rules and regulations and bylaws of ARMC. ARMC may, at its sole discretion, remove from rotation and from ARMC's premises any RCH Resident who materially fails to follow such policies, rules and regulations; (d) requiring each RCH Resident to carry an identification card issued by ARMC and to conspicuously display his/her name badge when engaging in rotation activities at ARMC; (e) assisting in the planning and implementation of the clinical education program relating to RCH Residents' training at ARMC; (f) operating the residency program in accordance with federal, state and local laws, rules and regulations; and (g) requiring each Resident to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

RCH shall submit to ARMC the following information at least four (4) weeks prior to the scheduled rotations of residents at ARMC:

- a. Name, address and telephone number of each participating Resident,
- b. The educational backgrounds of each participating Resident,
- c. Health care provider and/or health insurance information for each participating resident, and
- d. All other information about the Residents as requested by ARMC, to the extent permitted by applicable law.

RCH shall ensure that its Residents who participate in rotations at ARMC are properly trained on compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and shall require all such Resident(s) to read HIPAA training materials provided by ARMC, and to sign any requested forms.

O. Responsibilities of ARMC

ARMC agrees to:

1. Assist in the planning and implementation of the clinical education program and to supervise and instruct the assigned RCH Resident(s) during their clinical rotations at ARMC;
2. Designate a qualified member of ARMC's medical staff as the Site Director who will be responsible for the educational and experiential supervision of the Resident(s) in the implementation of the clinical experience;
3. Permit assigned Resident(s) to use its patient care and patient service facilities for clinical education according to the mutually approved curricula;
4. Retain responsibility for nursing care and related duties when Resident(s) are providing care to any patient at ARMC, subject to the indemnification provision in this Agreement;
5. Permit the use of such supplies and equipment as are commonly available to physicians for patient care at ARMC;
6. Permit use of the following facilities and services by the Resident(s) at such times and to the degree considered reasonable by ARMC and to the extent not restricted by applicable law or ARMC policies:
 - a. Parking areas;
 - b. Locker storage and dressing facilities, and sleep rooms for overnight call duty, as available;
 - c. Access to sources of information for clinical education purposes;

- i. charts, nursing station references, cardex files;
 - ii. procedure guides, policy manuals;
 - iii. medical dictionaries, pharmacology references and other reference suitable to the clinical area;
 - iv. required health information relating to ARMC patients
7. Retain the right to remove, suspend or refuse access to any RCH Resident(s) who, in ARMC's sole discretion determines, has failed to abide by ARMC's policy(ies) and procedure(s) and/or who do not meet ARMC's standards for safety, health, cooperation, or ethical behavior, and during any pending investigations of such conduct by ARMC.
8. Comply with federal, state and local laws and ordinances concerning the confidentiality of Resident(s) records;
9. Invite the participation of Resident(s) to such educational activities as conferences, rounds, and similar experiences including utilization review, quality assurance, evaluation and monitoring activities, as deemed appropriate by AMRC;
10. Require Resident(s) and instructors to participate, to the extent scheduled or otherwise requested and approved by ARMC, in activities and assignments that are of educational value and consistent with the requirements of the ACGME;
11. Require Resident(s) to participate in orientation programs provided by ARMC, including training for compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA);
12. Require Residents to cooperate in performance improvement and risk management activities designed to identify, evaluate and reduce risk of patient injury and enhance the quality of patient care;
13. Require Residents to cooperate in the preparation and maintenance of a complete medical record for each patient in whose care he/she participates in compliance with all state and federal laws and regulations, TJC and ACGME and ARMC's Bylaws, Rules and Regulations and policies, where applicable. The medical record for ARMC patients shall, at all times, remain the property of ARMC;
14. Retain ultimate professional and administrative accountability for all patient care for patients at ARMC;
15. Audit the duty hours of Residents assigned to it and will assure that these duty hours will not exceed the work hour restrictions imposed by the ACGME.
16. Take reasonable measures to provide the following to RCH Residents that train at ARMC under this Agreement:
 - a. Orientation to and information about ARMC's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
 - b. Instruction in ARMC's policies and procedures for infection control including the handling and disposal of needles and other sharp objects, and in protocols for injuries and incident reporting including those resulting from needle stick injuries and other exposures to blood or body fluids; and
 - c. First aid and other emergency treatment available on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Resident in the event of a needle stick injury or other exposure of Resident to blood or body fluids. Except as herein provided,

ARMC shall have no obligation to furnish medical or surgical care to Residents of RCH and all Resident health insurance shall be provided and paid for by RCH.

P. Direct Supervision

While obtaining training at ARMC, the clinical activities of Resident(s) shall be directly supervised by Medical Staff Member Physicians in good standing who shall be called "Supervising Physicians". A Supervising Physician shall be responsible for the overall direction and management of each Resident's performance while at ARMC.

Q. Evaluation of Resident(s)

ARMC agrees that its Supervising Physicians shall provide to the RCH Residency Program written reports which document and evaluate the participation of RCH's Residents in the rotation at ARMC in procedures and activities and the skills with which they were performed. ARMC shall be responsible to provide such evaluation forms to training program once every month.

R. Medical Staff Membership

The presence of Resident(s) from each party at ARMC is based solely upon their continued participation in RCH's Residency Training Program. As such, it is understood and agreed that Resident(s) assigned to ARMC shall not be granted medical staff membership or privileges at ARMC during their rotation as part of their educational requirement in the Residency Training Program.

S. ACGME HIPAA Business Associates Agreement

Each Party affirms it has signed a Business Associates Agreement with ACGME where required.

III. Payment and Billing

RCH shall not bill ARMC or any private or public third party payer for services rendered by Residents while participating in rotations at ARMC. For purposes of billing to Medicare, ARMC shall retain the sole right to submit any claim for the participation of any RCH Resident while training at ARMC to the extent permitted by applicable law.

IV. Insurance

- B.** Without in anyway affecting the indemnity herein provided and in addition thereto, RCH shall secure and maintain throughout the term of this Agreement the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of RCH and all risks to such persons under this Agreement.

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

2. Comprehensive General Liability Insurance - RCH shall carry General Liability Insurance covering all operations performed by or on behalf of RCH, any conduct by the Residents, providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (a) Premises operations and mobile equipment
 - (b) Products and completed operations.
 - (c) Broad form property damage (including completed operations).

- (d) Explosion, collapse and underground hazards
- (e) Personal injury
- (f) Contractual Liability
- (g) \$2,000,000 general aggregate limit.

3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hire and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If RCH is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the RCH owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. Professional Liability – Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits, covering all RCH faculty and RCH Residents performing any services at ARMC.

If any of the required insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

6. Abuse/Molestation Insurance – RCH shall have abuse or molestation insurance providing coverage for all employees, instructors, faculty, and Residents for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

- B. Additional Insured – All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Addition Insured (Form B) endorsement form ISO, CG 2010.11 85.

- C. Waiver of Subrogation Rights – RCH shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit RCH and RCH's employees or agents from waiving the right of subrogation prior to a loss or claim. RCH hereby waives all rights of subrogation against the County.

- D. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- E. Severability of Interests – RCH agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between RCH and the County or between the County and any other insured or additional insured under the policy.
- F. Proof of Coverage – RCH shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and RCH shall maintain such insurance from the time RCH commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, RCH shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- G. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- H. Deductibles and Self-insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to an approved by County Risk Management.
- I. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by RCH.
- J. Insurance Review – Insurance requirements are subject to periodic review by the County. The County Director of Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additionally types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. RCH agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

V. Indemnification:

- A. RCH agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions,

losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person (including specifically RCH Residents while training at ARMC), and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. RCH indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. This provision of the Agreement will survive expiration or termination of the Agreement, regardless of the cause of such termination.

VI. OSHA Regulation

County and RCH certify awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement. RCH shall be responsible for compliance by Residents with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the employer" to provide all employees with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. RCH's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations. By sending a RCH Resident to ARMC for training under this Agreement, RCH certifies that the Resident has received the training required by the OSHA bloodborne pathogens standard.

VII. Status of RCH and the County:

The parties expressly understand and agree that:

- A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between RCH on the one hand and the County on the other hand, but rather is an agreement by and between independent contractors.
- B. RCH's instructors, program administrators and Residents will be present at ARMC's facilities under this Agreement only for education purposes, and such instructors, administrators and Residents are not to be considered employees or agents of ARMC or the County for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, workers' compensation insurance, or any other fringe benefits of employment.

VIII. Publicity

Neither RCH nor the County shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the other party or its facilities with respect to the Program without the prior written consent of the other party.

IX. Debarment and Suspension

RCH certifies that neither it nor its principals and officers are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal

department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). RCH further certifies that if it is a business entity that must be registered with the California Secretary of State, it is registered and in good standing with the Secretary of State. RCH represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, RCH represents and warrants that no proceedings or investigations are currently pending or to RCH's knowledge threatened by any federal or state agency seeking to exclude RCH from such programs or to sanction RCH for any violation of any rule or regulation of such programs.

X. Exclusion Lists Screening

RCH shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General ("OIG") List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>); (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, RCH shall immediately notify ARMC of the same. Additionally, RCH shall ensure that its Residents who will be training at ARMC under this Agreement are not on the OIG's List of Excluded Individuals.

XI. Exclusivity

This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.

XII. Term and Termination

- A. This Agreement shall be effective March 1, 2021 and shall remain in effect through February 28, 2026, unless earlier terminated by the parties under the provisions of this Agreement.
- B. This Agreement may be terminated, with or without cause, by either party at any time after giving the other party thirty (30) days advance written notice of its intention to terminate. The Director of ARMC is authorized to initiate termination on behalf of the County. However, any such termination by ARMC shall not be effective, at the election of County and concurrence of ARMC, as to any Resident who at the mailing of said notice by ARMC was participating in the Program until such Resident has completed the training at ARMC for the then current academic year, unless ARMC determines, in its sole discretion, that to continue such Resident's training at ARMC for the remainder of the academic year would result in harm to ARMC's patients or personnel or jeopardize ARMC's reputation, licensure, or accreditation status.
- C. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

COUNTY OF SAN BERNARDINO
ARROWHEAD REGIONAL MEDICAL CENTER
400 N. Pepper Avenue
Colton, CA 92324
Attn: Director, Medical Center

RIVERSIDE COMMUNITY HOSPITAL
4445 Magnolia Ave
Riverside, CA 92501

Notice is deemed effective two business days from the date of mailing.

XIII. Modification

No modification, amendment, supplement to, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

XIV. Assignment

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

XV. Rules of Construction

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RCH or the County. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XVI. Entire Agreement

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar nor shall any waiver constitute a continuing waiver.

XVII. Governing Law and Venue.

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. The parties acknowledge and agree that this Agreement 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 Agreement 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 Agreement 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.

XVIII. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is

contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

XIX. Conflict of Interest

The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services or obligations required by this Agreement.

XX. Severability

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

XXI. Authorization

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

XXII. Accreditation/License

Any action or failure to act on the part of RCH that result in the threatened loss of accreditation or licensure of ARMC will be considered a material breach of this Agreement, which permits the County to terminate this Agreement immediately, effective upon service of notice of termination.

XXIII. Standards and Regulatory Compliance

All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to the licensure and regulation of ARMC and to the operation of the Program shall be fully complied with by all parties hereto.

XXIV. Force Majeure

In the event that any ARMC facility to which RCH Residents have been assigned shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the clinical facilities untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as the facility owner determines that the premises or the clinical facilities shall again be tenantable. In the event that the owner determines that the clinical facilities has been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either party upon ten (10) days' written notice to the other; or, in the alternative, the Agreement shall be suspended until such time as the owner shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein. Nothing in this Agreement shall obligate either party to erect or otherwise acquire such facilities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year signed by the parties below.

COUNTY OF SAN BENARDINO ON BEHALF
OF ARROWHEAD REGIONAL MEDICAL
CENTER

► 

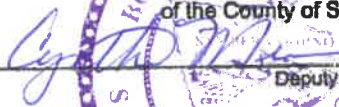
Curt Hagman, Chairman, Board of Supervisors

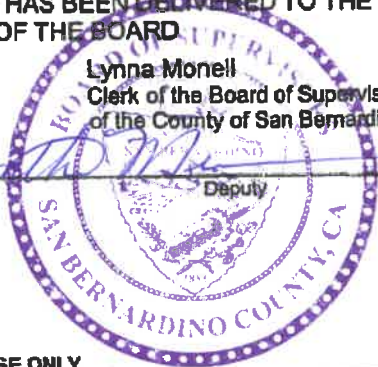
Dated: FEB 09 2021

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

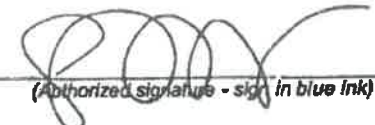
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By

► 



RIVERSIDE HEALTHCARE SYSTEM, L.P.
DBA RIVERSIDE COMMUNITY HOSPITAL

► 
(Authorized signature - sign in blue ink)

Name Jackie Van Blaricum
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: 12/29/20

Address 4445 Magnolia Ave
Riverside, CA 92501

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Charles Phan, Deputy County Counsel

Date 12/29/2020

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Date


12/31/2020

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment (the "Program") of patients of Arrowhead Regional Medical Center ("ARMC") under the Affiliation Agreement for Resident Rotations between the County of San Bernardino on behalf of ARMC and Riverside Healthcare System, L.P. DBA Riverside Community Hospital, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at ARMC unless such injury or loss arises solely out of ARMC's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Resident Name:

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable state and Federal laws, including under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, to keep confidential any information regarding patients of Arrowhead Regional Medical Center ("ARMC"), as well as all confidential information of ARMC. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of ARMC, except as required by law or as authorized by ARMC.

Dated this _____ day of _____, 20__.

Resident Name:

Witness