

UNIVERSITY OF SOUTHERN CALIFORNIA AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of the later of July 1, 2017, or the execution of the Agreement by both parties (the “Effective Date”) by and between the University of Southern California on behalf of its School of USC Keck School Of Medicine-Department of Anesthesia(“School”) and County of San Bernardino on behalf of Arrowhead Regional Medical Center (“Agency”).

R E C I T A L S:

A. School offers to its enrolled students (“Program Participants”) a degree program in the field of Nurse Anesthetist (“Program”).

B. Agency operates Arrowhead Regional Medical Center duly licensed in the State of California (“State”).

C. School desires to provide to its Program Participants a practical clinical learning experience through the application of knowledge and skills in actual patient-centered situations.

D. Agency has agreed to undertake training activities and to make its facilities available to identified Program Participants of School for such purposes, on a non-exclusive basis.

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

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the didactic component of its Program. Such responsibilities shall include, but not be limited to, the following: (i) provision of theoretical instruction to Program Participants prior to their clinical assignments at Agency; (ii) preparation of Program Participant/patient assignments and rotation plans for each Program Participant and coordination of same with Agency; (iii) continuing oral and written communication with Agency regarding Program Participants performance and evaluation, absences and assignments of Program Participants, and other pertinent information; (iv) directing Program Participants and reviewing their overall progress within the Program and their performance at Agency; (v) participation, with Program Participants, in Agency’s Quality Assurance and related programs; and (vi) performance of such other duties as the parties may agree from time to time.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility and Confidentiality in the form attached hereto as Exhibit A.

c. **Health of Program Participants.** School shall inform Program Participants of their obligation to provide to Agency satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Agency patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening resulting from a ten (10) panel drug screen, physical examination, proof of rubella and rubeola immunity by positive antibody titers or 2 doses of MMR, evidence of completion of the series of three hepatitis B vaccinations or titer report, confirmation of flu vaccination, and confirmation of varicella immune status. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Agency. In no event shall Agency be financially or otherwise responsible for said medical care and treatment. School may meet the above obligation regarding any drug screen by instructing Program Participants to visit a vendor acceptable to Agency, such as, e.g., www.certifiedbackground.com (or other vendor agreed upon by the parties), so that Program Participant may purchase his or her own drug screening at the levels described in this Section. School shall require Program Participants to take all steps necessary to provide Agency with the certificate numbers issued by www.certifiedbackground.com (or other vendor agreed upon by the parties), so that Agency may view the results of the drug screening conducted prior to the commencement of Program Participant's internship experience at Agency. School has no obligation to view or keep the results of any drug screening and provides no representations with respect to the results thereof. School shall also inform Program Participants that they must complete a physical and make the results of a physical available to the Agency. The above standards may be modified as required in accordance with programmatic standards by the parties' mutual agreement.

d. **Dress Code; Meals; Housing and Parking.** School shall require the Program Participants assigned to Agency to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Agency's standards regarding same. Program Participants shall pay for their own meals at Agency and shall provide their own transportation to and from Agency. Under no circumstances will Agency be required to provide housing or free parking for Program Participants.

e. **Performance of Services.** School shall inform Program Participants of their obligation to perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Agency and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Agency or the performance of services therein.

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

g. **Licensing and Background Verifications.** All Program Participants shall at all times during the course of the Program be both licensed as Registered Nurses and maintain current CPR certification. School acknowledges that Agency requires each Program Participant to submit to a background check as a condition of participation in the Program. School will instruct Program Participants to visit Agency’s approved vendor at www.certifiedbackground.com (or other vendor agreed upon by the parties) so that Program Participant or School may purchase Program Participant’s own criminal background check at the levels described in this Section. School shall ensure that Program Participant takes all steps necessary to provide Agency with the certificate number issued by www.certifiedbackground.com (or another such vendor agreed upon by the parties), so that Agency may view the results of the criminal background check conducted prior to the commencement of Program Participant’s internship experience at Agency. A background check will be considered acceptable to Agency if it includes, at a minimum, all of the following elements: (1) Social Security number verification, (2) 7 year criminal background check in current and previous counties of residence and employment, (3) confirmation that the Program Participant is not listed as a sexual offender and, if requested by Agency, in any child abuse registry (4) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list or any Medicaid exclusion list and (5) any other element required by Agency to meet state law requirements. Agency may require the withdrawal of any Program Participant in the event that a Program Participant’s background check fails to meet these standards. School shall notify Agency within five (5) calendar days upon learning of any changes in the information reported on the background screening report provided to Agency. Agency and School acknowledge that other types of background verification may be required depending on the specific programmatic requirements for licensing and clinical clearance upon the mutual agreement of the parties. Any background check that School requires of each Program Participant will ultimately be dependent on these requirements and may be more or less inclusive of the processes listed above.

h. **Drug Screens.** Further drug testing of Program Participants than provided above will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the Program Participant is attending.

i. **Indemnification.** School shall indemnify and hold Agency harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

2. **RESPONSIBILITIES OF AGENCY.**

a. Agency shall retain sole and exclusive responsibility for the care and welfare of its patients/clients.

b. Agency shall create and maintain a positive, respectful, and appropriate learning environment for clinical education experiences, consistent with the education criteria established by the School and subject to Agency's mission involving patient/client care. In furtherance thereof, Agency will, consistent with Agency policies, provide Program Participants with access to:

- (1) patients/clients in a supervised environment;
- (2) health records of patients/clients;
- (3) available medical literature resources;
- (4) computer systems and other appropriate facilities, equipment and supplies needed for successful completion of the clinical education experience;
- (5) participation in appropriate learning opportunities as
- (6) Secure storage space for personal items.

c. Agency will, through qualified personnel, maintain administrative and professional supervision of Program Participants while they are participating in their clinical education experiences at Agency.

d. In the event of injury to the Program Participant or exposure by the Program Participant to an infectious or environmental hazard while at Agency, Agency will provide such emergency care as would be provided to Agency's employees. This would include, when so equipped, emergency examination, testing, screening, stabilization, treatment, and counseling, or, when not so equipped, referral to an appropriate emergency facility for such emergency care. The Program Participant will be responsible for any charges thus generated. Agency will not be required to provide health care to Program Participants in any other circumstances.

e. Agency will maintain as confidential all information about Program Participants related to the Program Participant's participation in the clinical education experience

that it obtains from School. Agency will limit access to that confidential information to those within Host Agency with a need to know to fulfill an education purpose associated with the Program Participant's participation in the clinical education experience. Agency will not disclose any such confidential information to any entity other than School without written consent of the Program Participant or as otherwise permitted by the Family Education Rights and Privacy Act (FERPA).

f. Agency shall accept the Program Participants assigned to the Program by School in such numbers and according to such schedule as mutually agreed by School and Agency, and provide orientation of all Program Participants to the clinical experience and to applicable Agency policies and procedures. Agency shall provide the opportunities for such Program Participants, who shall be supervised by School and Agency, to observe and assist in various aspects of acute care patient care. Agency shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Agency shall ultimately retain responsibility for the determination of which activities at the Agency the Program Participants may take part in, provided, however, that those activities selected will ultimately allow the Program Participant to meet School course or program objectives.

g. Upon the request of School, Agency shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants and shall indemnify and hold harmless Agency from and against any and all liability and costs, including attorneys' fees, arising from such evaluation and grading. In addition, Agency shall allow program faculty from School to make virtual or in-person site visits at reasonable and mutually agreed-upon times.

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

a. Program Participants shall be treated as trainees who have no expectation of receiving compensation or future employment from Agency or School.

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

c. With respect to matters performed by Agency or School in connection with this Agreement, no research shall be done on human subjects without the consent of that subject.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Agency may, in its sole discretion, immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Agency may request School to withdraw or dismiss a Program Participant from the Program at Agency when his or her clinical performance is unsatisfactory to Agency or his or her behavior, in Agency's discretion, is disruptive or detrimental to Agency and/or its patients. In such event, School shall promptly investigate Agency's claims and the parties shall meet and confer to develop an appropriate solution to the issue. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Agency.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Agency. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Agency for any salaries, insurance, worker's compensation or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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

7. **CONFIDENTIALITY.**

a. **Agency Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Agency that is confidential and constitutes valuable, special and unique property of Agency. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Agency's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Agency, including, without limitation, information which concerns Agency's patients, costs, or treatment methods developed by Agency, and which is not otherwise available to the public.

b. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Agency in writing, any medical record or other patient information regarding Agency patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Agency and Agency's medical staff, regarding the confidentiality of such information. School acknowledges

that in receiving or otherwise dealing with any records or information from Agency about Agency's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

c. Privacy of Health Information.

School acknowledges that Agency must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Agency may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a Program Participant for purposes of providing treatment to Agency patients or training the Program Participant to be a health care provider. Both parties shall inform Program Participants of their responsibilities under HIPAA including, but not limited to, what is outlined in this Agreement. A Program Participant may only request or use Protected Health Information about an Agency patient for treatment and Agency training program purposes. A Program Participant may only disclose Protected Health Information about an Agency patient for treatment purposes to other health care providers involved in the patient's treatment or to Agency's workforce members involved in the Program Participant's training program for hospital's training program purposes. A Program Participant shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Agency and School that satisfies Agency's obligations under the limited data set standard. A Program Participant may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the Program Participant.

An online HIPAA education privacy program is available by contacting the University of Southern California's Office of Compliance at (213) 740-8258 and must be taken by each Program Participant prior to the start of his or her rotation at Agency. School shall provide Agency with satisfactory evidence of completion by each Program Participant no less than ten (10) days prior to the start of the applicable rotation.

School and Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Agency any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to

whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event an Agency patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Agency from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Agency. If an Agency patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Agency from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Agency. Further, School or Program Participant shall incorporate any amendment approved by Agency into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from an Agency patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Agency. School shall assist Agency to determine whether any such request for an accounting is a request for an accounting of Agency's disclosures or of School's disclosures. If Agency determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Agency determines that the request is a request for an accounting of Agency's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Agency to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Agency by virtue of this Subsection.

d. **Audit.** School shall, within five business days of a written request from Agency, make available during normal business hours at School or Agency all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Agency to audit and determine School's compliance with this Section 7. If Agency discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Agency and shall certify in writing that it cured the violation.

e. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Agency shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall provide coverage on behalf of Program Participants. Such coverage provided by School and Agency may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party or ten (10) days' notice for non-payment of premiums. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Agency shall maintain professional liability insurance with carriers or self-insurance programs, covering each self, each party's agents and employees in an amount no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Each party shall provide to the other a certificate of insurance evidencing this coverage. In the event such coverage is provided under a "claims made" form, each party shall assure the continuation of coverage for any such claim(s) that extends to a period of not less than three (3) years following the last date upon which any person covered by such insurance participated in Agency's activities hereunder,; including, if necessary, the provision of a separate "tail policy" to provide such continuing coverage. The insurance to be provided covering such "tail" exposure shall have the same limits as the primary professional liability policy. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party or ten (10) days' notice for non-payment of premiums. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

c. School and Agency shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Agency may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Agency agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation, except ten (10) days for non-payment of premiums. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. Both parties acknowledge that Program Participants are not School's employees and therefore are not covered by School's workers' compensation insurance. School shall either provide health insurance coverage on behalf of Program Participants or require Program Participants to

secure health insurance coverage. Any emergency care provided by Agency to Program Participant in accordance with Section 2.d. of this Agreement shall be billed to Program Participant's health insurance.

9. INDEMNIFICATION; RISK MANAGEMENT.

a. Except as specifically provided elsewhere this Agreement, each party agrees to indemnify and hold harmless the other party from any and all liability, loss, damage, claim, fine or expense, including costs and attorneys' fees, to the extent arising due to the negligence or intentional acts of such party, its employees or agents in performance of this Agreement.

b. The parties recognize that during the term of this Agreement and thereafter, certain risk management issues, legal issues, claims or actions may arise which involve or could potentially involve the parties and their respective employees and agents. The parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent that such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions to effect such cooperation including but not limited to:

(1) Each party agrees to notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit (180 day letters) based in any manner upon services rendered pursuant to this Agreement;

(2) Each party agrees to provide the other with reasonable access to and copies of all records including patient records which impact in any manner upon any lawsuit or claim filed against the other party based in any manner upon services rendered pursuant to this Agreement.

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

10. **TERM.** The term of this Agreement ("Term") shall be five (5) years commencing on the Effective Date. Any renewals will need to be effected by a writing executed by both parties.

11. TERMINATION.

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least sixty (60) days' prior written notice, provided that all Program Participants currently enrolled in the Program at Agency at the time of notice of termination shall be given the opportunity to complete their clinical Program at Agency, though such completion

shall not exceed the term of the current rotation period in which such Program Participants are enrolled. Either party may immediately terminate the Agreement in writing upon a material breach of the agreement provided that the terminating party has given the other party a reasonable opportunity to cure the material breach.

b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall cause Program Participants to either return or destroy all Protected Health Information received from Agency or created or received by School or Program Participants on behalf of Agency, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Agency agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

12. **ENTIRE AGREEMENT; NON-EXCLUSIVITY.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement. This Agreement is non-exclusive as to either party.

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

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

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

16. **COUNTERPARTS; NOTICES; NO WAIVER; BINDING EFFECT.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein. Neither party may not assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer by a party without such consent shall be null and void.

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

18. **COMPLIANCE WITH LAWS.** Both parties shall comply with applicable federal and state laws and regulations and requirements of applicable accreditation, regulatory and licensing entities.

**UNIVERSITY OF SOUTHERN CALIFORNIA ON
BEHALF OF ITS KECK SCHOOL OF MEDICINE-
DEPARTMENT OF ANESTHESIA**

By: University Of Southern California

Name: Mark K. Todd, Ph.D.
Title: Vice Provost for Academic Operations
Date:
Address: 1540 Alcazar Street CHP 205
Los Angeles, CA 90089-9012

AGENCY

By: County of San Bernardino on behalf of
Arrowhead Regional Medical Center

Name: Robert A. Lovingood
Title: Chairman, Board of Supervisors
Date:
Address: 400 N. Pepper Ave
Colton, CA 92324

EXHIBIT A

STATEMENT OF RESPONSIBILITY AND CONFIDENTIALITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of applicable health care facilities (each, an "Agency"), 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 operated by University of Southern California on behalf of its School of _____ ("School") at Agency unless such injury or loss arises solely out of Agency's gross negligence or willful misconduct.

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between School and Agency, to keep confidential any information regarding Agency patients and proprietary information of Agency. 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 Agency, except as required by law or as authorized by Agency. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Agency.

Dated this ____ day of _____, 20__.

Program Participant

Witness