

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.20
(ID # 28166)

MEETING DATE:
Tuesday, August 26, 2025

FROM : FIRE DEPARTMENT

SUBJECT: FIRE DEPARTMENT: Approval of the Education Affiliation Agreement between the County of Riverside and the Universal Health Services of Rancho Springs, Inc., dba Southwest Healthcare, Inland Valley and Rancho Springs Hospital to provide appropriate clinical learning experiences to its students in its clinical programs for three (3) years. All Districts. [Total Cost \$0.00]

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chair of the Board to execute the attached the Education Affiliation Agreement between the County of Riverside and the Universal Health Services of Rancho Springs, Inc., dba Southwest Healthcare, Inland Valley and Rancho Springs Hospital to provide appropriate clinical learning experiences to its students in its clinical program.

ACTION:



Bill Weiser, Fire Department Chief 7/25/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 26, 2025
xc: Fire

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 25/26–28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

County of Riverside on behalf of the Riverside County Fire Department and the Universal Health Services of Rancho Springs, Inc., dba Southwest Healthcare, Inland Valley and Rancho Springs Hospital have agreed to enter into this agreement. The term of this agreement is three years from the date of execution, approximately July 1, 2025, through June 30, 2028.

The Riverside County Fire Department maintains an Emergency Medical Services Program for employees to advance their knowledge in the fields of EMT – Basic and EMT – Paramedic. The Riverside County Fire Department desires to contract with Universal Health Services of Rancho Springs, Inc., dba Southwest Healthcare System to provide supervised clinical experience for the students that are enrolled in its Emergency Medical Services (EMS) Program. The Riverside County Fire Department is a first response fire department agency that provides emergency medical services training located in Riverside, CA with an accredited EMS program for students in the field of Emergency Medical Training (EMT). The final section of the student program is the field internship in which students assume the role of a EMT under supervision of a preceptor. During this internship, the student is evaluated for demonstration of patient pre-hospital care. The student is also evaluated in the performance of duties including interaction with patients, families, hospital, co-workers, and other emergency agencies of the same or different cultures; displaying respect, politeness, discretion and teamwork; displaying action and attitude consistent with ethical standards of the profession are among the characteristics being taught and evaluated. The Riverside County Fire Department desires the County of Riverside to enter into an agreement to provide internship to its students.

The Riverside County Fire Department in Cooperation with CAL FIRE will greatly benefit in the mentoring and training of these students as potential employees with this important and informative final training being conducted with Universal Health Services of Rancho Springs, Inc., dba Southwest Healthcare, Inland Valley and Rancho Springs Hospital Rules, Regulations and Ethics. Firefighters with Emergency Medical Technician qualifications are in the highest demand and need for all Fire Departments State-wide. Internships allow the county, in cooperation with CALFIRE, to build relationships and obtain knowledge about the student as a potential candidate for advancement.

There is no cost to Riverside County for this program. Per Health and Safety Code section 1799.100, *“In order to encourage local agencies and other organizations to train people in emergency medical services, no local agency, entity of state or local government, private*

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

business or nonprofit organization included on the statewide registry that voluntarily and without expectation and receipt of compensation donates services, goods, labor, equipment, resources, or dispensaries or other facilities, in compliance with Section 8588.2 of the Government Code, or other public or private organization which sponsors, authorizes, supports, finances, or supervises the training of people, or certifies those people, excluding physicians and surgeons, registered nurses, and licensed vocational nurses, as defined, in emergency medical services, shall be liable for any civil damages alleged to result from those training programs.” All students are required to sign a Statement of Patient Confidentiality before beginning the field training. The program is in correlation with the Riverside County EMS Program Internship Field Guide in accordance with the pertinent sections of Division 9 of Title 22 of the California Code of Regulations and Division 2.5 of the California Health and Safety Code.

The agreement has been reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

There is no direct impact on the residents and businesses due to the approval of this agreement. There are no costs or changes to the level of service provided to the contract cities and/or county.

SUPPLEMENTAL

Additional Fiscal Information


There is no fiscal impact with the approval of this agreement.

Contract History and Price Reasonableness

The Universal Health Services of Rancho Springs, Inc., dba Southwest Healthcare, Inland Valley and Rancho Springs Hospital, Inc., has been contracting under the College/Pre-Hospital Provider Agreement with since FY 22/23. There are no changes as to the level of service provided to the contract since the last signed Agreement, which was approved by the Board of Supervisors on July 26, 2022, in FY22/23 Item #3.16. There is no cost to the County for this program.


Geoff Pemberton, Chief Deputy County Fire

7/10/2025


Bill Weiser, Fire Department Chief

7/17/2025


George Trindle, CFP ASST COUNTY COUNSEL

7/17/2025


Michelle Paradise, ACEO

7/25/2025

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Universal Health Services
of Rancho Springs, Inc
dba Southwest Healthcare, Inland Valley
and Rancho Springs Hospitals

Dated: 06/09/2025

By: Jared Giles
Jared Giles (Jun 9, 2025 10:55 PDT)
Jared Giles, Chief Executive Officer

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Dated: AUG 26 2025

By: V. Manuel Perez
Chair, Board of Supervisors
V. MANUEL PEREZ

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: [Signature]
MELISSA R. CUSHMAN
Supervising Deputy County Counsel

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of AUG, 2025, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "Provider"), and Universal Health Services of Rancho Springs, Inc., dba Southwest Healthcare, Inland Valley and Rancho Springs Hospitals (hereinafter referred to as "Hospital").

RECITALS

WHEREAS, Provider desires to provide appropriate clinical learning experiences to its students in its clinical programs ("Students");

WHEREAS, the parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

- A. Assignment of Students. Students subject to this Agreement are assigned to Hospital by Provider for the purpose of developing the Student's clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).
- B. Schedule of Assignments. Prior to the initiation of any program for Students, the Provider shall provide information to the Hospital concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students' clinical education experience. The Hospital and Provider shall jointly plan the schedule of Student assignments to Hospital, including the number of Students, the hours of attendance, and the schedule of activities at the Hospital. Hospital shall determine the maximum number of Students accepted by Hospital for assignment to a clinical area.
- C. Designated Representative. The Hospital and Provider shall each appoint a designated representative to coordinate the clinical education experience, and to work with the Provider's instructors and Students to facilitate a meaningful experience.

- D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience. Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.
- E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.
- F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.
- G. Relationships Between Hospital, Provider and Students.
1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for or bind the other party in any manner. Hospital and Provider shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between Provider and Hospital.
 2. Students. The parties acknowledge that the Students of the Provider are fulfilling specific requirements for their educational or clinical experience as part of an organized educational program and therefore, the Students of the Provider are not to be considered employees of the Hospital, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Hospital shall not pay any remuneration or wages to any Student.
- H. Right to Withdraw Student from Program.
1. By Provider. Provider may withdraw a Student from the program at any time, upon written notice to the Hospital.
 2. By Hospital. Hospital will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Hospital the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Hospital will notify the Provider of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the Provider after reviewing the matter and considering whatever factual information the Hospital provides for the Provider; however, Hospital reserves the right to

terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

- I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, Provider, Hospital, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

II. Provider Responsibilities

- A. Provider will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. Provider is responsible for supplying any additional information required by Hospital as set forth in this Agreement, prior to the arrival of Students. Provider will notify Hospital in writing of any change or proposed change in a Student's status.
- B. Provider will assign only those Students who have satisfactorily completed those portions of Provider curriculum that are prerequisite to Program participation.
- C. Provider shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Hospital and will provide verification of those checks to Hospital.
- D. Liability Insurance. Provider shall, at all times during the term of this Agreement, maintain the following insurance coverage for its Students OR require each Student participating in the clinical learning experience to maintain and provide evidence of the following insurance coverage:
 1. Professional liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and a minimum of Three Million Dollars (\$3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If Provider personnel will be on-site at Hospital's premises, then Provider shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and a minimum of Three Million Dollars (\$3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement.
2. Commercial general liability insurance coverage with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and One Million Dollars (\$1,000,000.00) in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage.
3. Workers' Compensation and employer's liability for Provider's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and Provider shall waive its right of subrogation; and
4. Auto Liability insurance coverage.

All the above coverage amounts in this Section D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, Provider shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

Provider or Student shall provide Hospital with Certificates of Insurance, or the equivalent, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Hospital. Hospital shall have the right to terminate this Agreement upon written notice to Provider for any breach of this section.

Failure of Hospital to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Hospital to identify a deficiency from evidence that is provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

E. Representations and Warranties.

1. Provider represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Hospital policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Hospital. If

Provider's personnel will be on site at Hospital's premises, then Provider additionally represents that it evaluates each Student's performance and each person performing services under this Agreement (1) has been oriented to Hospital policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each Student that they must provide proof of immunizations directly to the Hospital; (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. Provider shall provide Hospital with evidence of compliance with this paragraph upon request.

2. Provider also represents and warrants to Hospital that neither Provider nor any person providing services on behalf of Provider is a "Sanctioned Provider" meaning that neither Provider nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in Provider or any person providing services on behalf of Provider being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and Provider shall immediately notify Hospital of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Hospital to terminate this Agreement immediately.
 3. Provider further represents and warrants that no physician who is or may be a referral source to Hospital (as said term is defined at 42 U.S.C. section 1395x(r)) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in Provider. For purposes of the preceding sentence, the term "immediate family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).
- F. Confidentiality of Patient Information (HIPAA Requirements). Provider shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. Provider shall require each Student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Hospital will provide.
 2. Provider further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Hospital patients, Provider, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
 3. Provider agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.
 4. Provider's obligation to maintain the confidentiality of Hospital patient information shall survive termination of this Agreement.
 5. Solely for the purpose of defining the Student's role in relation to the use and disclosure of Hospital's protected health information, such Students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Hospital. Provider will notify each Student of his or her status and responsibilities pursuant to this Agreement.
 6. Patient information is governed by HIPAA, and while it is not contemplated that the institute would receive HIPAA/Privacy Information, in the event they do, they will then agree to enter a BAA with the hospital prior to receiving any such information (e.g. to include verbal, written, video) from their participating students.
- G. Confidentiality of Hospital Information. Provider understands and agrees that in connection with this Agreement, Provider and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Hospital, and which may cause Hospital to suffer competitively or economically if such information becomes known to persons outside of Hospital. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include but not be limited to Hospital's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, Provider agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Hospital information at any time. If required by Provider's duties under this Agreement and with the consent of Hospital, Provider may disclose information relating to the operations of the Hospital to members of the medical staff, state licensing agencies and the Joint Commission. The Joint Commission (TJC) is a US-based organization that evaluates and accredits thousands of health care organizations and programs in the US to ensure that we are providing a high level of patient care and safety through rigorous evaluation

processes. Provider will not disclose information relating to the operations of the Hospital to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

The foregoing restrictions on use and disclosure of Confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section II.G., (iii) that is known by a party prior to receipt of the information from the other party as clearly evidenced by such party's books and records, (iv) that is lawfully received by a party from a party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a party without reliance on the confidential information received as clearly evidenced by such party's books and records.

- H. Publications. Provider will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Hospital, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the Provider nor Hospital endorses the article, even where a review has been made prior to publication.
- I. Health Requirements. Provider shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing or provide any records regarding relevant health conditions that may be required by Hospital. Provider and the affiliating Student shall, to the extent of their respective knowledge, inform Hospital of any special health problems or requirements any assigned Student may have. Provider and/or potentially exposed Student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.
- J. Hospital Policies, Rules, and Regulations. Provider shall ensure that all Students and faculty members shall be familiar with and comply with the Hospital's applicable rules, regulations, and policies. Provider will specifically cover with each Student his or her responsibility to:
 - 1. Observe and respect all patient's rights, confidences, and dignity:
 - 2. Dress in appropriate attire for the clinical experience as established by the Hospital, including name tags, if required: and
 - 3. Acknowledge that Hospital will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency,

Hospital agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Hospital.

- K. Indemnification. Provider shall indemnify and hold Hospital harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by Hospital as a result of any breach of this Agreement or any acts or omissions of Provider, its employees or agents. Hospital shall indemnify and hold Provider harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by Provider as a result of any breach of this Agreement or any acts or omissions of Hospital, its employees or agents.
- L. Business Associate Agreement. Provider shall not have access to Hospital patients' PHI and, in the event this occurs, Provider shall execute Hospital's standard Business Associate Agreement.
- M. Vaccination Status. Provider agrees that (a) Provider, Students, and/or any personnel employed by or contracted with Provider that will be on site at Hospital under this Agreement ("Provider Personnel") shall be fully vaccinated or have been approved for an exemption under Provider's exemption policy provided that such exemption is consistent with exemptions permitted under the Centers for Medicare and Medicaid Services Interim Final Rule for Healthcare Staff Vaccination, effective as of November 5, 2021; (b) Provider shall track and maintain records of Provider Personnel vaccination/exemption status including the dates and manufacturer of doses; (c) Provider shall provide evidence of vaccination/exemption status to Hospital on a monthly basis or as more frequently as requested by Hospital (response time for Hospital request shall be within 2 hours of such request if requested by a state or federal agency); (d) for Provider Personnel that have been exempted from being vaccinated pursuant to Provider policies, Provider shall test such Provider Personnel on a weekly basis, submit such results the Hospital and require such Provider Personnel to wear a surgical mask at all times at the Hospital. Provider agrees to remove any Provider Personnel from the Hospital who (i) tests positive for COVID-19, (ii) is unvaccinated and refuses to wear a surgical mask; or (iii) fails to adhere to the weekly testing requirement. Further, Hospital may terminate this Agreement upon one (1) days' notice for Provider's breach of any of the requirements set forth in this Section II.M. Provider shall indemnify and hold Hospital harmless from and against any and all direct and/or indirect damages, including reasonable attorney's fees, resulting from Provider's breach of this Section II.M.

III. Hospital Responsibilities

- A. Patient Care. The Hospital shall retain responsibility for patient care, and Students shall not be used to replace Hospital employees providing care.

- B. Premises and Equipment. Hospital will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Hospital will make available office, library and conference space for Students, if applicable.
- C. Staff Supervision. The Hospital shall provide staff supervision, in conjunction with the faculty from Provider, for the Students in the program.
- D. Orientation. The Hospital shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Hospital.
- E. Student/Faculty Evaluation. Hospital will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the Provider.
- F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Hospital will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

IV. **Terms of Agreement**

- A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days' written notice at any time and for any reason.
- B. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
- C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. **Miscellaneous**

- A. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- B. **Construction.** The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

- C. Notice. All notices, demands, requests, or other communications required to be given or sent by Provider or Hospital, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:
1. To Provider:
Riverside County Fire Department
210 West San Jacinto Avenue
Perris, CA 92570
 2. To Hospital:
Universal Health Services of Rancho Springs, Inc.
dba Southwest Healthcare System
25500 Medical Center Drive
Murrieta, Ca. 92562
- D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Hospital.
- E. Governing Law. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.
- G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
- H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate

this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

- J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.
- K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

[Signature Provision on following page]