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

Contract Number _____

SAP Number _____

Arrowhead Regional Medical Center

Department Contract Representative	
Telephone Number	
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

SHORT-TERM VISITING RESIDENT PHYSICIAN AFFILIATION AGREEMENT

This Short-Term Visiting Resident Affiliation Agreement ("Agreement") is entered into by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("Medical Center", or "ARMC") and _____ ("Affiliate") for a short term rotation of certain specified Affiliate medical residents, not exceeding 60 days.

WITNESSETH:

WHEREAS, Affiliate and ARMC have approved Graduate Medical Education ("GME") programs for medical school graduates ("Residents") and Affiliate operates the _____ (name of specialty) residency program which requires clinical experiences and training for its Residents in accordance with the requirements of the Accreditation Council for Graduate Medical Education ("ACGME"), or an accrediting agency reasonably equivalent to the Joint Commission ("TJC");

WHEREAS, ARMC operates a clinical facility which is suitable to provide the required clinical experiences and training, through a rotation in _____ (rotation name), to Affiliate's _____ (name of specialty) Residents;

WHEREAS, the parties acknowledge a desire to contribute to health related education for the benefit of Affiliate's Residents and to meet community needs;

WHEREAS, it is to the benefit of the parties that those in Affiliate's residency program 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 Affiliate's Residents in their training, and the parties have agreed that certain specified Resident(s) in the _____ (name of specialty) residency program at Affiliate should do clinical rotations in _____ (rotation name) at ARMC and its facility(ies); and

WHEREAS, ARMC has agreed to accept certain specified Resident(s) of Affiliate in the _____ (name of specialty) residency program for training at ARMC's facility(ies) in accordance with the terms and conditions of this Agreement and the related Program Letter of Agreement in Exhibit 1; 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:

1. **Purposes**. ARMC and Affiliate have established a professional program for the education of medical residents which is accredited by the Accreditation Council for Graduate Medical Education ("ACGME"). Affiliate desires to have certain specified _____ (name of specialty) medical residents obtain clinical experiences at ARMC and its facility(ies) to receive advanced training in _____ (rotation name).

2. **Capacity, Licensure, Compliance**. ARMC and Affiliate agree to maintain all licensures associated with the residency program at their respective locations. The parties agree that should any facility lose their license to maintain their residency program, immediate notice shall be given to the other party and this Agreement may be immediately terminated. Additionally, if Affiliate or ARMC loses any necessary licenses or accreditation required to provide advanced training to Affiliate's Residents, this Agreement may be immediately terminated by either party.

3. **Non-Exclusive Arrangement**. This Agreement is non-exclusive. Both parties may enter into agreements with other entities for the provision of the same or similar services.

4. **Compensation & Billing**. Neither party shall be compensated by the other party for the services provided by Affiliate's medical residents under this Agreement.

5. **Graduate Medical Education Funding (GME)**. The Medicare program is committed to paying its share of the cost in educating residents and provides special payments, called Direct Graduate Medical Education (DGME) payments, to hospitals to cover cost directly related to educating residents. The parties hereto agree to the following disbursement of their GME funds:

    i. ARMC shall retain all GME Funding associated with Affiliate's residents who attend training through ARMC's residency program.
    ii. Affiliate agrees to allow ARMC to count Affiliate's resident hours, while training through ARMC's Residency program, as hours provided through ARMC's residency program in request for Medicare reimbursement under the GME program.
    iii. Affiliate agrees to provide the following information as it pertains to Affiliate's residents who attend advance training under ARMC's residency program for Medicare reimbursement under the GME program:
        a. Resident social security number;
        b. Name, Address and contact information of the resident's medical school;
        c. If the Resident went to medical school out of the country, provide the name, address and contact information including the resident's Educational Commission for Foreign Medical Graduates number.

6. **Term**. This Agreement shall commence on _____ ("Effective Date") and remain in effect for a term of 60 days from the Effective Date. However, this Agreement may be terminated, with or without cause, by either party at any time after giving the other party fifteen (15) days advance written notice of its intention to terminate. The ARMC Hospital Director is authorized to initiate termination on behalf of the County.

7. **ARMC Responsibilities**. ARMC shall be responsible for the following: (a) provide an appropriate orientation to Affiliate Resident(s); (b) schedule Resident assignments, taking into account the educational requirements of the Program; Residents shall attend lectures and conferences as scheduled within the applicable Department at ARMC while on rotation to ARMC; (c) provide teaching faculty at ARMC who shall be responsible for supervision of clinical services rendered by Affiliate's Resident(s) at ARMC. Faculty shall be duly licensed and shall meet the professional standards established by federal, state and local laws and regulations, The Joint Commission, and the ACGME, CHBPE, or other accrediting body for the Program; (d) timely provide a written evaluation of the performance of each Resident according to the guidelines outlined in the Program's policies and procedures following completion of each resident's rotation at ARMC; (e) make its facilities, including parking, lockers and storage facilities, to the extent available, on-duty living quarters and cafeteria accessible to Affiliate's Resident(s) that rotate at ARMC; (f) make library, classroom and conference room space available to Resident(s); and (g) operate the rotations at ARMC in accordance with Program requirements and federal, state and local laws, rules and regulations.

8. **Compliance**. Each party shall comply with all federal, state and local laws, rules and regulations (including HIPAA) applicable to its performance hereunder. Affiliate shall maintain Professional liability insurance with coverage covering each Resident undergoing clinical experience and training at ARMC under this Agreement with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate covering acts of negligence and malpractice with respect to the services to be provided by Residents under this Agreement.

9. **Employment Status**. It is understood by the parties that Affiliate's Resident(s), who rotate at ARMC, are not employees of ARMC for any purpose while undergo training and clinical experiences under this Agreement and shall not be entitled to compensation for services, employees' welfare and pension benefits, fringe benefits of employment, or worker's compensation insurance from ARMC. Affiliate shall inform its Resident(s) that no resident is entitled to any employment by ARMC upon completion of their rotation.

10. **Debarment and Suspension**. Each party 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, each party represents and warrants that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.

11. **Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any duty to, or any standard of care with reference to, or any liability to anyone not a party to this Agreement.

12. **Licenses, Permits and/or Certifications**. Each party shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Each party shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Each party will notify the other party immediately of loss or suspension of any such licenses, permits and/or certifications to perform the services under this Agreement. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

13. **Governing Law and Venue**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, and any action to enforce this Agreement shall be brought in the San

Bernardino County Superior Court, San Bernardino District.

14. **Independent Contractors**. This Agreement shall not be deemed to create a relationship of agency, joint employer status, employment or partnership between the parties.

15. **Indemnification Clause**. Each party shall indemnify, defend and hold harmless the other party and its respective officers, directors, employees, agents and subcontractors (collectively, "Indemnities") from any and all third party claims, demands, actions, causes of action, losses, judgments, damages, costs and expenses (including, but not limited to, reasonable attorney's fees, court costs and costs of settlements) (collectively, "Losses") that any of the Indemnities may suffer as a result of (i) the negligence or willful misconduct of the indemnifying party, or (ii) any breach by the indemnifying party of any of its representations, warranties, covenants or Agreements contained in this Agreement. Affiliate shall also indemnify, defend, and hold harmless the County and ARMC, their agents, and employees from any third-party claims, loses, damages, or injuries arising out of the negligent or wrongful conduct of Affiliate's residents.

16. **Confidentiality.** Each party shall protect the proprietary information of the other party with the same standard of protection and care that it uses for its own proprietary Information, but in no event less than reasonable care and diligence. Except where disclosure is required by law, neither party shall disclose, publish, transmit or make available all or any part of such proprietary information except in confidence or a need-to-know basis to its own employee and their party contractors who have undertaken a written obligation of protection and confidentiality and its legal and professional advisors under similar confidentiality obligations, and shall not duplicate, transform or reproduce such proprietary information except as expressly permitted hereunder.

17. **Assignment.** Neither party shall assign or otherwise transfer this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void.

18. **Program Letter of Agreement (PLA)**. A PLA must be complete and signed by the Affiliate Program Director and ARMC Program Director as required in the ACGME Common Program Requirements 1.B. and attached to this Agreement (Exhibit 1).

19. **Entire Agreement; Amendment**. This Agreement contains the entire understanding of the Parties with respect to the services, and supersedes any prior written or oral agreements or Agreement's and understandings between the parties with respect to the same. Any amendment of this Agreement shall be in writing and executed by the parties.

20. **Notices**. All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

To County/ARMC:
Arrowhead Regional Medical Center
400 N. Pepper Ave
Colton, CA 92324
Attn: Hospital Director

To Affiliate:

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

21. **Waiver**. The failure of a party to insist upon strict adherence to or performance of any provision of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this Agreement.

22. **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

EXECUTED as of the date set forth below.

San Bernardino County on behalf of Arrowhead Regional Medical Center	Affiliate
By: _____	By: _____
Name: _____	Name: _____
Title: Director, Arrowhead Regional Medical Center	Title: _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
Date _____	Date _____	Date _____

EXHIBIT 1

Program Letter of Agreement

[The format of the Program Letter of Agreement shall follow the format required by the ACGME]