



Contract Number
~~24-119~~ 24-143

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative William L. Gilbert
Telephone Number (909) 580-6150

Contractor Keck Medical Center of USC on behalf of its Keck Hospital of USC
Contractor Representative Ellen Whalen
Telephone Number Ellen.Whalen@med.usc.edu
Contract Term Sixty Days from Effective Date
Original Contract Amount Non-Financial
Amendment Amount NA
Total Contract Amount NA
Cost Center NA

SHORT-TERM OFFSITE RESIDENT PHYSICIAN AFFILIATION AGREEMENT

This Short-Term Offsite Resident Physician Affiliation Agreement (this "Agreement") is entered into by and between San Bernardino County (the "County") on behalf of Arrowhead Regional Medical Center ("ARMC") and Keck Medical Center of USC on behalf of its Keck Hospital of USC ("Affiliate") for a short term rotation of certain specified ARMC medical residents, not exceeding sixty (60) days.

WITNESSETH:

WHEREAS, ARMC has an approved Graduate Medical Education ("GME") program for medical school graduates ("Residents") and operates the Emergency Medicine 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, Affiliate operates a clinical facility which is suitable to provide the required clinical experiences and training, through a rotation in Anesthesia Critical Care, to ARMC's Emergency Medicine Residents ("ARMC's Residents");

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

WHEREAS, it is to the benefit of the parties that those in ARMC'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 ARMC's Residents in their training, and the parties have agreed that such ARMC Resident(s) in the Emergency Medicine residency program at ARMC should do clinical rotations in Anesthesia Critical Care at Affiliate's facility; and

WHEREAS, Affiliate has agreed to accept certain specified ARMC Residents in the Emergency Medicine residency program for training at Affiliate's facility 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, as defined in Section 5, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

1. **Capacity, Licensure, Compliance.** If both ARMC and Affiliate operate their own separate residency programs, each 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, where applicable, 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 ARMC's Residents, this Agreement may be immediately terminated by either party.
2. **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.
3. **Compensation & Billing.** Neither party shall be compensated by the other party for the services provided by ARMC's Residents under this Agreement.
4. **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 payments, to hospitals to cover cost directly related to educating Residents. The parties hereto agree to the following disbursement of their GME funds:
 - A. In the event that Affiliate operates its own residency program involving the rotation for which ARMC's residents participate at Affiliate:
 - i. Affiliate may retain all GME funding associated with ARMC's Residents who attend training through Affiliate's residency program for the duration at which such ARMC Residents train at Affiliate's facility under this Agreement.
 - ii. ARMC agrees to allow Affiliate to count ARMC's Residents' hours, while training through Affiliate's residency program, as hours provided through Affiliate's residency program, in request for Medicare reimbursement under the GME program.
 - iii. Subject to any applicable laws, ARMC agrees to provide the following information as it pertains to ARMC's Residents who attend advance training under Affiliate's residency program for Medicare reimbursement under the GME program:
 - a. ARMC Resident social security number;
 - b. Name, address and contact information of the ARMC Resident's medical school;
 - c. If the ARMC Resident went to medical school out of the country, provide the name, address and contact information including the ARMC Resident's Educational Commission for Foreign Medical Graduates number.
 - B. In the event that Affiliate does not operate its own residency program involving the rotation for which ARMC's Residents participate at Affiliate, ARMC may, if applicable, retain any GME

funding associated with ARMC's Residents who obtain clinical training and experience at Affiliate's facility.

5. **Term.** The term of this Agreement shall commence on the date the Agreement is fully executed (the "Effective Date") and remain in effect for a term of sixty (60) days from the Effective Date (the "Term"). However, 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 ARMC Hospital Director is authorized to initiate termination on behalf of the County. Any termination by Affiliate shall not be effective, at the election of ARMC and the concurrence of Affiliate, as to any ARMC Resident who at the time of termination is participating in the program until such ARMC Resident has completed the program for the then current rotation at Affiliate unless the reason for termination is due to the negligent or willful misconduct of the ARMC Resident. If Affiliate requests termination due to the negligent or willful misconduct of the ARMC Resident, Affiliate may request immediate removal of the ARMC Resident from participating in training at Affiliate's facility.

6. **ARMC Responsibilities.**

A. **Health of ARMC Residents.** ARMC shall provide to Affiliate satisfactory evidence that each ARMC Resident who will be on-site at Affiliate is free from contagious disease and does not otherwise present a health hazard to Affiliate patients, employees, volunteers or guests prior to their participation in the program. Such evidence shall include, without limitation,

- (1) the completion of the tuberculin skin test (within the last six months) appropriate for such ARMC Resident or evidence that each ARMC Resident is free of symptoms of pulmonary disease if the skin test is positive,
- (2) a chest x-ray following a positive TB test result,
- (3) proof of rubella, rubeola, and mumps immunity by positive antibody titers or two (2) doses of MMR,
- (4) evidence of completion of the series of three (3) hepatitis B vaccinations or titer report,
- (5) confirmation of varicella and Tdap immune status,
- (6) confirmation of vaccination against SARS-CoV-2 ("COVID-19"), and
- (7) confirmation of flu vaccination if the ARMC Resident will be on-site at Affiliate during flu season, as defined by the Los Angeles County Department of Public Health. If an ARMC Resident's clinical rotation begins before flu season, such rotation will automatically end the day before flu season begins unless such ARMC Resident submits proof of vaccination prior thereto.

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

ARMC will comply, and will ensure that ARMC Residents comply, with Affiliate's COVID-19 health and safety protocols as applicable and as they change from time to time, including, but not limited to, Affiliate's COVID-19 Vaccination Program: <https://policy.usc.edu/covid-19-vaccination-program/> and Affiliate's masking policy: <https://coronavirus.usc.edu/2021/06/29/6-29-masking-policy-updates/>.

B. **Dress Code; Meals.** ARMC shall require the ARMC Residents assigned to Affiliate to dress in accordance with dress and personal appearance standards approved by ARMC. Such standards shall be in accordance with Affiliate's standards regarding same. ARMC Residents shall pay for their own meals at Affiliate.

C. **Performance of Services.** ARMC and all ARMC Residents shall 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 Affiliate and any rules and regulations of ARMC as may be in effect from time to time. Neither ARMC nor any ARMC Resident shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.

D. OSHA Compliance. ARMC shall be responsible for compliance by ARMC Residents 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 "OSHA 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. ARMC's responsibility with respect to the OSHA Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the OSHA Regulations.

E. Background Verifications. ARMC acknowledges that Affiliate requires each ARMC Resident to submit to a background check as a condition of participation in the Program. ARMC will instruct ARMC Residents to visit Affiliate's approved vendor at <https://mybackgroundcheck.sterlingcheck.com> (or other vendor designated by Affiliate) so that ARMC Resident or ARMC may purchase ARMC Resident's own criminal background check at the levels described in this Section. ARMC shall ensure that ARMC Residents take all steps necessary to provide Affiliate with the certificate number issued by <https://mybackgroundcheck.sterlingcheck.com> so that Affiliate may view the results of the criminal background check conducted prior to the commencement of ARMC Resident's experience at Affiliate. A background check will be considered acceptable to Affiliate if it includes, at a minimum, all of the following elements: (1) Social Security number verification, (2) seven (7) year criminal background check in current and previous counties of residence and employment, (3) confirmation that the ARMC Resident is not listed as sexual offender and, if requested by Affiliate, in any child abuse registry (4) evidence that the ARMC Resident is eligible to participate in all federal and state health programs and verification that the ARMC Resident is not on the OIG or GSA exclusion list or any Medicaid exclusion list, and (5) any other element required by Affiliate to meet state law requirements. Affiliate may require the withdrawal of any ARMC Resident in the event that an ARMC Resident's background check fails to meet these standards.

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

9. **Insurance.** Each party shall carry the following insurance coverages at its own expense, at all times during the Term and a period thereafter (i.e., following the expiration or termination of this Agreement) sufficient to cover the applicable statutes of limitation. Upon reasonable request, each of ARMC and Affiliate shall furnish the other party with certificates of insurance evidencing compliance with all requirements hereunder. All required coverages (with the exception of Workers' Compensation, Professional Liability, and Cyber and Privacy Liability) are to include the other party as additional insured. Unless self-insured, all required coverages shall have an A.M Best rating of not less than A-VII, and be primary and non-contributory to any insurance maintained by the other party and shall waive any right of subrogation against the other party, its employees, directors, officers, agents, subsidiaries and shall specifically cover each of ARMC and Affiliate's obligations to defend, indemnify and hold the other, its employees, directors, officers, agents, subsidiaries harmless as provided herein. Despite the use of the term "insurance," such coverages may be provided by commercial insurance, self-insurance, captive, a risk retention group or some combination thereof. Notwithstanding coverages in the amounts specified, the type and limits of coverages stipulated will not, in itself, limit the liability of either ARMC or Affiliate.
-
- A. **Workers' Compensation and Employers Liability:** Workers' compensation insurance with statutory limits if required to do so by California law. Employers Liability in the amount of one million dollars (\$1,000,000). To include a waiver of subrogation in favor of Affiliate.
- B. **Comprehensive General Liability:** Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. Must not exclude Sexual Molestation Liability coverage. Coverage is primary and non-contributory and include a waiver of subrogation in favor of Affiliate.
- C. **Umbrella/Excess Liability:** Umbrella Policy in excess of the General Commercial Liability Policy and Auto Liability policy with a minimum limit of ten million dollars (\$10,000,000) per occurrence.
- D. **Automobile Liability Insurance:** Automobile Liability coverage of one million dollars (\$1,000,000) each occurrence, for all owned, non-owned and hired vehicles. Coverage is primary and non-contributory and include a waiver of subrogation in favor of Affiliate.
- E. **Professional Healthcare Liability Insurance:** Each party shall provide Professional Liability covering the party in the amount of five million dollars (\$5,000,000) per claim and seven million dollars (\$7,000,000) in aggregate. ARMC shall further provide unshared limits of professional healthcare liability insurance for each of ARMC's Residents rotating to Affiliate in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate and such policies must not exclude Sexual Molestation Liability coverage. Each party will provide evidence of its Professional Liability covering Affiliate in the amount of five million dollars (\$5,000,000) per occurrence and seven million dollars (\$7,000,000) annual aggregate upon reasonable request. Prior to an ARMC resident rotation to Affiliate, ARMC must provide a certificate of insurance for each ARMC resident.
- F. **Employee Dishonesty / Crime:** Employee Dishonesty insurance, with Third Party Client coverage for limits not less than \$500,000. Affiliate must be listed as Loss Payee on Certificate of Insurance.
- G. **Employment Practices Liability:** Employment Practices Liability, covering the party and its employees with limits of one million dollars (\$1,000,000) per claim/occurrence and three million dollars (\$3,000,000) aggregate.
- H. **Cyber & Privacy Liability:** Cyber & Privacy Liability in the amount of five million dollars (\$5,000,000) for each claim if a party will have access to, store, handle, and/or transmit personally identifiable information, patient health information, credit card or other payment card information, and/or any other highly sensitive information.
10. **Employment Status.** It is understood by the parties that ARMC's Resident(s), who rotate at Affiliate, are not employees of Affiliate 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 workers' compensation insurance.

11. **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 healthcare nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government healthcare 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.
12. **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.
13. **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.
14. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of California. All disputes arising under or in connection with this Agreement shall be submitted to JAMS or successor organization for binding arbitration by a single arbitrator. The arbitrator shall be selected by JAMS in an impartial manner determined by it. The arbitration hearing will be commenced within one hundred eighty (180) days of the filing of an arbitration demand with JAMS by any party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. Notwithstanding the foregoing, each party shall bear their own attorney's fees and costs regardless of who is the prevailing party. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. This clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
15. **Independent Contractors.** This Agreement shall not be deemed to create a relationship of agency, joint employer status, employment or partnership between the parties.
16. **Indemnification.** 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 to the extent 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.
17. **Confidentiality.**
 - A. **Affiliate Information.** ARMC recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, ARMC and ARMC Residents may have access to certain information of Affiliate that is confidential and constitutes valuable, special and unique property of Affiliate. ARMC agrees that neither ARMC nor any ARMC Resident will at any time, either during or subsequent to the Term, disclose to others, use, copy or permit to be copied, without Affiliate's express prior written consent, except where disclosure is required by law or where disclosure is made in connection with the performance of ARMC's and ARMC Resident's duties hereunder, any confidential or proprietary information of Affiliate, including, without limitation, information which concerns Affiliate's patients, costs, or treatment methods developed by Affiliate, and which is not otherwise available to the public.

- B. Terms of Agreement. Except for disclosure to ARMC's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Affiliate or any of its affiliates), neither ARMC nor any ARMC Resident shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Affiliate in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Affiliate with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to ARMC. Notwithstanding anything in the foregoing, Affiliate understands that the County is a political subdivision organized under the California Constitution and is subject to, among other laws, decisions, rules and statutes, the Ralph M. Brown Act, the California Public Records Act, and the Sunshine Ordinance in its County Code (collectively, "Applicable Laws") and that this Agreement will be made public as part of the County's approval process for this Agreement as required by Applicable laws.
- C. Patient Information. ARMC shall inform ARMC Residents that they may not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Affiliate in writing, any medical record or other patient information regarding Affiliate patients, and that they must comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Affiliate and Affiliate's medical staff, regarding the confidentiality of such information.
- D. Privacy of Health Information. ARMC acknowledges that Affiliate must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("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 "HIPAA Regulations"). Accordingly, Affiliate may only disclose Protected Health Information or Individually Identifiable Health Information, as defined in 45 CFR 160.103 (collectively, "Protected Health Information") to an ARMC Resident for purposes of providing treatment to Affiliate patients or training the ARMC Resident to be a health care provider. An ARMC Resident may only request or use Protected Health Information about an Affiliate patient for treatment and Affiliate training program purposes. An ARMC Resident may only disclose Protected Health Information about an Affiliate patient for treatment purposes to other health care providers involved in the patient's treatment or to Affiliate's workforce members involved in the ARMC Resident's training program for Affiliate's training program purposes. An ARMC Resident shall not disclose Protected Health Information to ARMC or its faculty, employees, agents or representatives.

An online HIPAA education privacy program is available through the University of Southern California's compliance webpages (<https://ooc.usc.edu/compliance-programs/data-privacy/health-information/hipaa-privacy-education-program-2/>) and must be taken by each ARMC Resident prior to the start of their rotation at Affiliate. ARMC shall provide Affiliate with satisfactory evidence of completion by each ARMC Resident no less than ten (10) days prior to the start of the applicable rotation.

ARMC Residents shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. ARMC will instruct its Residents to implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. ARMC will promptly report to Affiliate any uses or disclosures, of which ARMC or ARMC Residents become aware, of Protected Health Information in violation of this Agreement. ARMC will cooperate fully with the Affiliate in investigating any potential or actual breaches of Protected Health Information or other Affiliate data, including assistance, if requested, in conducting any risk of compromise or harm analyses. ARMC will reimburse Affiliate for all costs, expenses and damages (including reasonable attorney's fees) associated with any notification process that may be required under

any law, with respect to any breach of unsecured Protected Health Information caused by ARMC or ARMC Residents. In the event that ARMC contracts with any agents or independent contractors to whom ARMC provides Protected Health Information, ARMC shall include provisions in such agreements pursuant to which ARMC and such agents or independent contractors agree to the same restrictions and conditions that apply to ARMC with respect to Protected Health Information. ARMC 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 HIPAA Regulations.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by ARMC or Affiliate by virtue of this Section.

18. **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.
19. **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).
20. **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 and understandings between the parties with respect to the same. Any amendment of this Agreement shall be in writing and executed by the parties.
21. **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:
Keck Medical Center of USC
1510 San Pablo St.
Los Angeles, CA 90033
Attn: Associate General Counsel

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

22. **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.
23. **Counterparts.** 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.
24. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING

STRICT LIABILITY) OR OTHER LEGAL THEORY, RESULTING FROM A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

25. **Use Of Name and Trademarks.** Except as required by law or permitted by this Agreement, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates without the prior written consent of the other party.
26. **Survival of Obligations.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement or which provide meaning or context to any other provision, will remain in effect after termination or expiration.
27. **Campaign Contribution Disclosure (SB1439).** Affiliate has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the Board of Supervisors. Affiliate acknowledges that under Government Code section 84308, Affiliate is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, the Affiliate will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Affiliate or by a parent, subsidiary or otherwise related business entity of Affiliate.

[SIGNATURE PAGE FOLLOWS]

The parties have caused this Agreement to be executed as of the dates below by their duly authorized representatives.

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: FEB 06 2024

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

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy



KECK MEDICAL CENTER OF USC ON BEHALF OF ITS KECK HOSPITAL OF USC

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

By *Marty Sargeant*
(Authorized signature - sign in blue ink)

Name Marty Sargeant
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: *1/23/24*

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan
Charles Phan, Deputy County Counsel
Date *1/25/2024*

Reviewed for Contract Compliance

[Signature]
Date

Reviewed/Approved by Department

William L. Gilbert
William L. Gilbert, Director
Date *1/25/24*

ATTACHMENT A



Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) ~~when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the~~ Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" in this Attachment refer to Affiliate. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Keck Medical Center of USC on behalf of its Keck Hospital of USC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): _____
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
University of Southern California	Parent Entity

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10. No

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.

Exhibit 1

Program Letter Agreement

This document serves as the required ACGME Program Letter of Agreement between *San Bernardino County on behalf of Arrowhead Regional Medical Center (ARMC)* and *University of Southern California Keck School of Medicine* (also referred to as "USC Keck School of Medicine").

This document serves as an agreement between ARMC as Sponsoring Institution for Emergency Medicine Residency Program and **USC Keck School of Medicine** as the Participating Site for residency education for the rotation of Anesthesia Critical Care.

This Program Letter of Agreement (PLA) is contingent upon and effective upon full execution by the parties of the Short-Term Offsite Resident Physician Affiliation Agreement ("Affiliation Agreement") to which this PLA is attached, and the term will run concurrently with the Affiliation Agreement. This PLA may be terminated by either party for any reason with 30 days written advance notice.

1. Persons Responsible for Education and Supervision

At ARMC: Carol H. Lee, MD

At USC Keck School of Medicine: Matthew Wiepking, MD

The above mentioned people are responsible for the education and supervision of the ARMC Emergency Medicine residents while on a rotation at **University of Southern California Keck School of Medicine**.

2. Responsibilities

The faculty at USC Keck School of Medicine must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to the **Arrowhead Regional Medical Center** requirements and include the following goals and objectives:

GOALS and OBJECTIVES

Introduction and Educational Rationale:

The overarching goal of the 4S MCSICU service is to create a supportive, well supervised and dynamic environment where senior residents can acquire knowledge, skills and expertise in the management of critically ill patients in need of mechanical circulatory support (MCS) for both short term rescue and long term therapy. Mechanical support devices encountered include left, right or bi-ventricular assist devices (VADs), intra-aortic balloon pump (IABP), and Impellas. ECMO patients include those for both pulmonary support (venovenous V-V), cardiac support (venoarterial V-A), or both (V-A). In addition to the mechanical support population, this service manages all post-operative heart transplant patients.

These patients are often hemodynamically unstable and complex and may be admitted to the unit as direct transfers from an outside hospital or immediately post-operatively for critical care management. The critical care environment challenges trainees to develop skills for recognizing the acuity of life threatening illness in a diverse cohort of patients, work collaboratively in a multidisciplinary critical care team to provide timely, appropriate interventions and participate in a culture of continuous quality improvement and safety based on sound evidence-based practices, broadly accepted quality care measures and institutional initiatives. Complex surgical and cardiology patients are often admitted to 4S MCSICU. Communication with the primary and subspecialty teams is crucial and the resident is expected to facilitate this dialogue and involve the 4S MCSICU attending physician if there are disagreements about diagnostic or treatment plan.

Residents must demonstrate their understanding of the indications, contraindications, limitations, risks, diagnostic reliability, and interpretation of findings from the following procedures, but need not be capable of performing them or interpreting findings independently:

1. Transcutaneous, transvenous, epicardial pacemakers
2. Operative tracheostomy

3. Left ventricular assist device (LVAD)
4. Intra-aortic balloon pump (IABP)
5. Impella
6. Extracorporeal support/devices to facilitate VV/VA ECMO

The overarching goal of the CVTICU 5 West service is to create a supportive, well supervised and dynamic environment where senior residents can acquire knowledge, skills and expertise in the management of critically ill surgical cardiothoracic patients with a wide range of cardiac interventions, including both open and minimally invasive valve replacement, thoracic aortic aneurysm (TAA) repair, open and endovascular thoracic aortic dissection repair, and coronary artery bypass graft (CABG) surgery. These patients are most often complex and hemodynamically unstable. They may be admitted to the unit in direct transfer from an outside hospital or immediately post operatively for critical care management. The critical care environment challenges trainees to develop skills for recognizing the acuity of life threatening illness in a diverse cohort of patients, work collaboratively in a multidisciplinary critical care team to provide timely, appropriate interventions and participate in a culture of continuous quality improvement and safety based on sound evidence-based practices, broadly accepted quality care measures and institutional initiatives. Complex surgical and cardiology patients are often admitted to CTICU 5 West. Communication with the primary and subspecialty teams is crucial and the resident is expected to facilitate this dialogue and involve the CTICU 5 West attending physician if there are disagreements about diagnostic or treatment plan.

Residents must demonstrate their understanding of the indications, contraindications, limitations, risks, diagnostic reliability, and interpretation of findings from the following procedures, but need not be capable of performing them or interpreting findings independently:

1. Pacemaker Management (epicardial, transvenous, transcutaneous, or permanent)
2. Operative tracheostomy
3. Intra-aortic balloon pump (IABP)
4. Chest tube insertion and management
5. Pulmonary artery catheter insertion and interpretation
6. Arrhythmia interpretation and management

**USC/LAC+USC Emergency Medicine
KECK CTICU 5W & 4S MCSICU Rotation**

OVERALL COMPETENCY PROGRESSION BY CORE COMPETENCY AND PGY LEVEL

CORE COMPETENCY: PATIENT CARE

PGY LEVEL		GOAL – Gathers and synthesizes essential and accurate information to define each patient’s clinical problem OBJECTIVES
3	4	<ul style="list-style-type: none"> • Acquires accurate histories in an efficient, prioritized, and hypothesis-driven fashion
3	4	<ul style="list-style-type: none"> • Obtain relevant historical subtleties that inform and prioritize both differential diagnoses and diagnostic plans, including sensitive, complicated, and detailed information that may not often be volunteered by the patient
3	4	<ul style="list-style-type: none"> • Role model gathering subtle and reliable information from the patient for junior members of the healthcare team when applicable.
PGY LEVEL		GOAL – Develops and achieves comprehensive management plan for each patient OBJECTIVES
3	4	<ul style="list-style-type: none"> • Recognizes situations requiring urgent or emergency care
3	4	<ul style="list-style-type: none"> • Appropriately modifies care plans based on patient’s clinical course, additional data and patient preferences • Recognizes disease presentations that deviate from common patterns and require complex decision making • Manages complex acute and chronic diseases
3	4	<ul style="list-style-type: none"> • Role models and teaches complex and patient centered care • Develops customized prioritized care plans for the most complex patients, incorporating diagnostic uncertainty and cost effectiveness principles.
PGY LEVEL		GOAL – Manages patients with progressive responsibility and independence OBJECTIVES
		<ul style="list-style-type: none"> • Requires indirect supervision to ensure patient safety and quality care
		<ul style="list-style-type: none"> • Independently manages patients across clinical settings who have a broad spectrum of clinical disorders including undifferentiated syndrome
3	4	<ul style="list-style-type: none"> • Appropriately manages situations requiring urgent or emergency care
PGY LEVEL		GOAL – Skill in performing and interpreting invasive and non-invasive procedures OBJECTIVES

	3	4	<ul style="list-style-type: none"> • Possesses basic technical skill for the completion and interpretation of some common invasive procedures with appropriate supervision
	3	4	<ul style="list-style-type: none"> • Appropriately perform invasive procedures and provide post-procedure management for common procedures when applicable.
	3	4	<ul style="list-style-type: none"> • Maximizes patient comfort and safety when performing invasive procedures
	3	4	<ul style="list-style-type: none"> • Demonstrates expertise to teach and supervise others in the performance of advanced invasive and non-invasive procedures and/or testing

PGY LEVEL	GOAL – Requests and provides consultative care		
	OBJECTIVES		

	3	4	<ul style="list-style-type: none"> • Provides consultative services for patients with basic and complex clinical problems requiring detailed risk assessment • Appropriately weighs recommendations from consultants in order to effectively manage patient care
--	---	---	--

Evaluation Methods			
---------------------------	--	--	--

Faculty evaluation, Direct observation

CORE COMPETENCY: MEDICAL KNOWLEDGE			
---	--	--	--

PGY LEVEL	GOAL – Clinical Knowledge		
	OBJECTIVES		

	3	4	<ul style="list-style-type: none"> a. Possesses the scientific, socioeconomic and behavioral knowledge required to provide care for complex medical conditions and comprehensive preventive care
--	---	---	---

PGY LEVEL	GOAL – Knowledge of diagnostic testing and procedures.		
	OBJECTIVES		

	3	4	<ul style="list-style-type: none"> • Interprets complex diagnostic tests accurately • Understands the concepts of pre-test and test performance characteristics
--	---	---	---

	3	4	<ul style="list-style-type: none"> • Interprets complex diagnostic tests accurately • Understands the concepts of pre-test and test performance characteristics • Teaches the rationale and risks associated with common procedures and anticipates potential complications when performing procedures
--	---	---	---

	3	4	<ul style="list-style-type: none"> • Pursues knowledge of new and emerging diagnostic tests and procedures
--	---	---	---

Evaluation Methods			
---------------------------	--	--	--

Faculty evaluation, Direct observation, Conference Attendance

CORE COMPETENCY: SYSTEMS BASED PRACTICE			
--	--	--	--

PGY LEVEL	GOAL – Works effectively within an interprofessional team		
	OBJECTIVES		

	3	4	<ul style="list-style-type: none"> • Understands the roles and responsibilities of and effectively partners with, all members of the team. • Actively engages in team meetings and collaborative decision making
--	---	---	--

	3	4	<ul style="list-style-type: none"> • Develops, trains, and inspires the team regarding unexpected events or new patient management strategies
--	---	---	--

PGY LEVEL	GOAL – Recognizes system error and advocates for system improvement		
	OBJECTIVES		

	3	4	<ul style="list-style-type: none"> • Recognizes the potential for error within the system • Recognizes the potential risk for error in the immediate system and takes necessary steps to mitigate that risk • Willing to receive feedback about decisions that may lead to error or otherwise cause harm
--	---	---	---

	3	4	<ul style="list-style-type: none"> • Identifies systemic causes of medical error and navigates them to provide safe patient care • Advocates for safe patient care and optimal patient care systems • Activates formal system resources to investigate and mitigate real or potential medical error • Reflects upon and learns from own critical incidents that may lead to medical error
--	---	---	---

	3	4	<ul style="list-style-type: none"> • Advocates for system leadership to formally engage in quality assurance and quality improvement activities
--	---	---	--

PGY LEVEL	GOAL – Identifies forces that impact that cost of health care, and advocates for, and practices cost-effective care		
	OBJECTIVES		

	3	4	<ul style="list-style-type: none"> • Minimizes unnecessary diagnostic and therapeutic tests
--	---	---	--

	3	4	<ul style="list-style-type: none"> • Consistently works to address patient specific barriers to cost effective care • Advocates for cost conscious utilization of resources
--	---	---	---

PGY LEVEL		GOAL – Transitions patients effectively within and across health delivery systems
		OBJECTIVES
3	4	<ul style="list-style-type: none"> Recognizes the importance of communication during times of transition
3	4	<ul style="list-style-type: none"> Appropriately utilizes available resources to coordinate care and ensures safe and effective patient care within and across delivery systems

Evaluation Methods

Faculty Evaluation

CORE COMPETENCY: PRACTICE BASED LEARNING AND IMPROVEMENT

PGY LEVEL		GOAL – Monitors practice with a goal for improvement
		OBJECTIVES
3	4	<ul style="list-style-type: none"> Regularly self reflects upon one’s practice or performance and consistently acts upon those reflections to improve practice Recognizes sub-optimal practices or performance as an opportunity for learning and self-improvement
3	4	<ul style="list-style-type: none"> Actively and independently engages in self-improvement efforts and reflects upon the experience

PGY LEVEL		GOAL – Learns and improves via feedback
		OBJECTIVES
3	4	<ul style="list-style-type: none"> a. Solicits feedback only from supervisors b. Is open to unsolicited feedback c. Inconsistently incorporates feedback
3	4	<ul style="list-style-type: none"> a. Solicits feedback from all members of team and patients b. Consistently incorporates feedback c. Welcomes unsolicited feedback

PGY LEVEL		GOAL – Learns and improves at the point of care
		OBJECTIVES
		<ul style="list-style-type: none"> a. Can translate medical information needs into well-formed clinical questions independently
3	4	<ul style="list-style-type: none"> a. Routinely “slows down” to reconsider an approach to a problem, ask for help, or seek new information b. Routinely translates new medical information needs into well-formed clinical questions.

Evaluation Methods

Faculty Evaluation, Direct Observation

CORE COMPETENCY: PROFESSIONALISM

PGY LEVEL		GOAL – Has professional and respectful interactions with patients, caregivers, and members of the interprofessional team
		OBJECTIVES
3	4	<ul style="list-style-type: none"> Consistently respectful in interactions with patients, caregivers and members of the interprofessional team, even in challenging situations Is available and responsive to needs and concerns of patients, caregivers and members of the interprofessional team to ensure safe and effective care
3	4	<ul style="list-style-type: none"> Demonstrates empathy, compassion and respect to patients and caregivers in all situations Anticipates, advocates for, and proactively works to meet the needs of patients and caregivers Positively acknowledges input of members of the interprofessional team and incorporates that input into plan of care as appropriate.
3	4	<ul style="list-style-type: none"> Fosters collegiality that promotes a high-functioning interprofessional team

PGY LEVEL		GOAL – Accepts responsibility and follows through on tasks
		OBJECTIVES
3	4	<ul style="list-style-type: none"> Completes patient care tasks in a timely manner in accordance with local practice and/or policy Completes assigned professional responsibilities without questioning or the need for reminders
3	4	<ul style="list-style-type: none"> Prioritizes multiple competing demands in order to complete tasks and responsibilities in a timely and effective manner Willingness to assume professional responsibility regardless of the situation

PGY LEVEL		GOAL – Responds to each patient’s unique characteristics and needs
		OBJECTIVES
3	4	<ul style="list-style-type: none"> Seeks to fully understand each patient’s unique characteristics and needs based upon culture, ethnicity, gender, religion, and personal preference. Modifies care plan to account for a patient’s unique characteristics and needs with partial success
3	4	<ul style="list-style-type: none"> Recognizes and accounts for the unique characteristics and needs of the patient/caregiver

			<ul style="list-style-type: none"> Appropriately modifies care plan to account for a patient's unique characteristics and needs
PGY LEVEL			GOAL – Exhibits integrity and ethical behavior in professional conduct
			OBJECTIVES
	3	4	<ul style="list-style-type: none"> Honest and forthright in clinical interactions and documentation Demonstrates accountability for the care of patients
	3	4	<ul style="list-style-type: none"> Demonstrates integrity, honesty and accountability to patients Actively manages challenging ethical dilemmas and conflicts of interest Identifies and responds appropriately to lapses of professional conduct among peer groups
	3	4	<ul style="list-style-type: none"> Role-models integrity, honesty, accountability, and professional conduct in all aspects of professional life
Evaluation Methods			
Faculty Evaluation, Peer Evaluation, Direct Observation			

CORE COMPETENCY: INTERPERSONAL AND COMMUNICATION SKILLS

PGY LEVEL			GOAL – Communicates effectively with patients and caregivers
			OBJECTIVES
	3	4	<ul style="list-style-type: none"> Engages patients in shared decision making in uncomplicated conversations Requires assistance facilitating discussions in difficult or ambiguous conversations Requires guidance or assistance to engage in communication with persons of different socioeconomic and cultural backgrounds
	3	4	<ul style="list-style-type: none"> Incorporates patient specific preferences into plan of care Identifies and incorporates patient preference in shared decision making across a wide variety of patient care conversations Quickly establishes a therapeutic relationship with patients and caregivers, including persons of different socioeconomic and cultural backgrounds
PGY LEVEL			GOAL – Communicates effectively in interprofessional teams
			OBJECTIVES
	3	4	<ul style="list-style-type: none"> Consistently and actively engages in collaborative communication with all members of the team Verbal, non-verbal and written communication consistently acts to facilitate collaboration with the team to enhance patient care.
PGY LEVEL			GOAL – Appropriate utilization and completion of health records
			OBJECTIVES
	3	4	<ul style="list-style-type: none"> Patient-specific health records are organized, timely, accurate, comprehensive, and effectively communicate clinical reasoning
Evaluation Methods			
Faculty Evaluation			

Trainee supervision, teaching methods, and procedural requirements:

The attending Critical Care Medicine physician assigned to this rotation is primarily responsible for the supervision, oversight, evaluation and teaching for each trainee assigned to the service. Both direct and indirect supervision methods are employed depending on the trainee's level of training, comfort and documented knowledge and procedural competencies.

Residents must communicate with the supervising faculty member(s) 24/7 regarding:

- Patient and/or family requests to speak to the supervising faculty
- Patient death
- Patient has life-threatening complication
- Patient has unexpected complication
- Patient has a preventable or near miss safety event
- Patient is transferred to intensive care unit
- Major change in medical condition
- Patient requires an invasive procedure other than a central line

Teaching methods include daily bedside and multidisciplinary rounds, formal and informal didactic lessons, direct observership, one on one teaching, procedural and clinical exam evaluation and peer learning (brief clinical presentations, journal article review and case-based didactics). Global evaluation and direct attending feedback is performed at least once for each trainee during the rotation.

Ongoing evaluation of the trainee's progression toward competency is performed and any critical deficiencies are identified and addressed in a timely manner.

Procedures are logged into *myevaluations.com* and verified by the supervising attending in a timely manner. Trainees are required to complete a procedural "checklist", which documents the required number of directly supervised procedures in each category that must be successfully performed by the trainee prior to attempting these core procedures without direct attending/senior resident supervision. Procedures include but are not limited to: central venous catheter placement (Internal Jugular, Femoral, and Subclavian locations), Fiberoptic Bronchoscopy, Swan Ganz Catheter placement, arterial line placement, Endotracheal Intubation.

A full procedure note documenting any adverse events or special circumstances will be promptly entered into the patient's EMR by the trainee and cosigned by the supervising physician. Appropriate post-procedure follow up (i.e. chest radiography results, post-procedure lab results) should also be timely and documented in the patient's EMR. Adverse events or procedural complications should be immediately reported to the attending physician and patient safety network (PSN) filings or incident reports can be made at the attending's discretion.

FEEDBACK & EVALUATIONS

The attending physician is responsible for providing verbal feedback and must submit evaluations of the resident physicians in MyEvaluations. The attending must meet face-to-face to provide mid-point and end-of-rotation feedback with all residents they evaluate and indicate that discussion on the evaluation form. Evaluations must be completed within one week of completing a rotation. Peer evaluations for other trainees on the team should be completed in a timely manner.

Evaluations for this rotation are milestone and competency based and entered into *myevaluations*. These evaluations should be reviewed and discussed with the trainee by the attending physician. Peer, nursing and 360 and patient evaluations are also utilized to assess the trainee's attainment of critical care milestones and progression toward competency.

CURRICULUM

LEARNING OBJECTIVES

Residents will be able to describe, identify, and manage the following conditions:

- Acute lung injury, including radiation, inhalation, and trauma
- Acute metabolic disturbances
 - Cardiovascular diseases in the critical care unit
 - Circulatory failure
 - Detection and prevention of iatrogenic and nosocomial problems in critical care medicine
 - End of life issues and palliative care
 - Hypertensive emergencies
 - Immunosuppressed conditions in the critical care unit
 - Metabolic, nutritional and endocrine effects of critical illness, and hematologic and coagulation disorders associated with critical illness
 - Multi-organ system failure
 - Perioperative critically-ill patients
 - including hemodynamic and ventilatory support
 - Psychosocial and emotional effects of critical illness on patients and their families
 - Pulmonary embolism and pulmonary embolic disease
 - Renal disorders in the critical care unit, including electrolyte and acid-base disturbance and acute renal failure
 - Respiratory failure
 - Including acute respiratory distress syndrome, acute and chronic respiratory failure in obstructive lung diseases, and neuromuscular respiratory drive disorders
 - Sepsis and sepsis syndrome
 - Severe organ dysfunction resulting in critical illness to include disorders of the gastrointestinal, neurologic, endocrine, hematologic, musculoskeletal, and immune systems as well as infections and malignancies
 - Shock syndromes

Residents will demonstrate competence in procedural and technical skills, including:

- Airway management
 - Use of a variety of positive pressure ventilatory modes
 - Initiation and maintenance of ventilatory support
 - Respiratory care techniques; and,
 - Withdrawal of mechanical ventilatory support.
 - Use of reservoir masks and continuous positive airway pressure masks for delivery of supplemental oxygen, humidifiers, nebulizers, and incentive spirometry
- Diagnostic and therapeutic procedures
 - Including paracentesis, lumbar puncture, thoracentesis, endotracheal intubation, and related procedures
 - Use of chest tubes and drainage systems;
- Insertion of arterial, central venous, and pulmonary artery balloon flotation catheters
- Operation of bedside hemodynamic monitoring systems
- Emergency cardioversion
- Nutritional support
- Use of ultrasound techniques to perform thoracentesis and place intravascular and intracavitary tubes and catheters
- Use of transcutaneous pacemakers
- Use of paralytic agents and sedative and analgesic drugs in the critical care unit
- Use of mechanical circulatory support devices

Residents must demonstrate knowledge of:

- The scientific method of problem solving, and evidence-based decision making
- Indications, contraindications, limitations, complications, techniques, and interpretation of results of those diagnostic and therapeutic procedures integral to the discipline, including the appropriate indication for and use of screening tests/procedures;
- The indications, contraindications and complications of placement of percutaneous tracheostomies
- Imaging techniques commonly employed in the evaluation of patients with pulmonary disease or critical illness, including the use of ultrasound
- Monitoring and supervising special services, including
 - Respiratory care techniques and services.
 - Pericardiocentesis
 - Renal replacement therapy
 - Pharmacokinetics, pharmacodynamics, and drug metabolism and excretion in critical illness
- Principles and techniques of administration and management of an ICU
- Ethical, economic, and legal aspects of critical illness
- Recognition and management of the critically-ill from disasters
 - Including those caused by chemical and biological agents
- The psychosocial and emotional effects of critical illness on patients and their families

CONFERENCES

Residents will be expected to attend their weekly didactic sessions and grand rounds while on service.

Attending, resident and housestaff pager numbers and call schedules are available a QGENDA or through the page operator or unit clerk.

TEACHING METHODS

Direct observation of patient care and bedside teaching occur in the setting of daily inpatient rounds with the attending. Residents evaluate and treat patients both in the capacity of follow-up as well as initial evaluation. The supervising attending reviews and critiques the resident's interpretation of diagnostic studies and formulation of assessments and plans. Residents additionally attend didactic conferences as indicated above.

Dr. Carol H. Lee and the faculty at USC Keck School of Medicine are responsible for the day-to-day activities of the Residents at USC Keck School of Medicine to ensure that the outlined goals and objectives are met during the course of the education experiences at USC Keck School of Medicine.

The duration(s) of the assignment(s) to USC Keck School of Medicine is as follows:

4 weeks

4. Policies and Procedures that Govern Fellow Education

Residents will be under the general direction of ARMC's Graduate Medical Education Committee's and Program's Policy and Procedure Manual and USC Keck School of Medicine' policies.

Sponsoring Institution
Arrowhead Regional Medical Center



Name: Carol H. Lee, MD
Title: Program Director



Name: Carol Lee, MD
Title: Designated Institutional Official

Participating Institution
USC Keck School of Medicine

DocuSigned by:


Name: Matthew Wlepking, MD
Title: Site/Program Director

DocuSigned by:


Name: Glenn Ault, MD
Title: Designated Institutional Official



Name: Mary Sargeant
Title: Chief Executive Officer