

MEMORANDUM OF UNDERSTANDING
BETWEEN
NAVAL MEDICAL CENTER, SAN DIEGO
AND
ARROWHEAD REGIONAL MEDICAL CENTER

1. This agreement (hereinafter referred to "MOU" or "agreement") is entered into by and between Naval Medical Center, 34800 Bob Wilson Drive, San Diego, CA 92134-5000 hereinafter referred to as (NMCS) and San Bernardino County on behalf of Arrowhead Regional Medical Center (ARMC), 400 North Pepper Avenue, Colton CA 92324, hereinafter referred to as the "training institution."

2. The administrators of the training institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train Navy General Surgery residents, Emergency Medicine residents, and Pulmonary Critical-Care Medicine fellows hereinafter "the trainees", from July 1, 2022 to June 30, 2027.

3. It is in the best interest of the U.S. Navy for its trainees to receive their clinical experience from the training institution. This clinical experience is necessary to complete the training program and deemed invaluable to the educational preparation of the Medical Department personnel of the U.S. Navy. It is to the benefit of the training institution to receive and use the trainees' clinical experience and performance.

4. **The parties acknowledge and agree to the following:** While training at the training institution, the trainees will be under the supervision of training institution facility officials for training purposes and will be subject to and required to abide by all facility rules and applicable regulations, except where compliance would be inconsistent with Federal statute, regulation, or any other law binding members of the U.S. Navy.

5. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.

6. The number and assignment of trainees will be mutually agreed upon between the NMCS and the training institution before the beginning of each training period. The training institution reserves the right to refuse acceptance of any trainee or bar any trainee when it is determined that further participation would not be in the best interest of the training institution.

Subj: MEMORANDUM OF UNDERSTANDING

7. The training institution will not use the NMCS D, names of trainees, or faculty members in any of their publicity or advertising media. However, the existence and scope of the program may be made known.

8. There will be no training expense incurred by the U.S. Navy as a result of this agreement, with the exception of necessary tuition and fees, as applicable. Additionally, trainees assigned under this Memorandum of Understanding (MOU) receive compensation from the U.S. Navy only and are prohibited from receiving compensation, in any form, from the training institution or any other source.

9. In the event that it is the policy at the training institution that trainees in the same or similar programs are individually responsible for financing the cost of meetings, courses, or travel to certain clinical or non-clinical rotations, trainees may request funding from appropriate military sources via their administrative chain of command. Only those meetings, courses or certain clinical or non-clinical rotations required and necessary for the trainees to satisfactorily complete the program will be considered.

10. It is understood and agreed that the training institution may generate bills for services rendered by the trainee. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Navy shall have no right or claim to such proceeds. Notwithstanding the above, as required by 32 C.F.R. §199.6(a)(3), the training institution cannot bill under the TRICARE Program for the services rendered by U.S. Navy trainees.

11. The trainees affected by this agreement, assigned to the training institution, under orders issued by the U.S. Navy, remain an employee of the United States and performs duties within the course and scope of the Federal employment. Consequently, the provisions of the Federal Tort Claims Act (title 28, U.S.C., sections 1346(b), 2671-2680), including its defense and immunities, will apply to allegations of negligence or wrongful acts or omissions of the trainee while acting within the scope of duties pursuant to this agreement. The trainees will not be considered employees of the training institution for any purposes, including for workers' compensation benefits.

12. The parties understand and agree that consistent with the Federal statute and the Federal Acquisition Regulation (FAR), the U.S. Navy trainee performing under this Agreement is not required to satisfy the State of California temporary or permanent

Subj: MEMORANDUM OF UNDERSTANDING

licensure requirements. Under the provision of 10 U.S.C. §§1094(d)(1) and (2), the U.S. Navy trainee has portability of his/her healthcare professional licenses.

a. Specifically, 10 United States Code §§1094(d)(1) and(2)provide:

(1) Notwithstanding any law regarding the licensure of a U.S. Navy trainee, a healthcare professional described in paragraph (2), may practice the health profession or professions of the health-care professional in any State, District of Columbia, or a Commonwealth, territory, or possession of the U.S., regardless of whether the practice occurs in a healthcare facilityof the Department of Defense, a civilian facility affiliated with the Department of Defense, or any other location authorized by the Secretary of Defense.

(2) A healthcare professional referred to in paragraph(1) isa member of the armed forces who (a) has a current license to practice medicine, osteopathic medicine, dentistry, or another health profession; and, (b) is performing authorized duties for the Department of Defense.

b. NMCS D, in accordance with the requirements of 10 U.S.C. §§1094(4)(d)(1) and (2), authorizes the training location and duties of the U.S. Navy trainee at Arrowhead Regional Medical Center, as they will be performing their duties under militaryorders issued by the U.S. Navy.

13. Training Institution's Responsibilities: In addition toother provisions in this agreement, the training institution specifically agrees to:

a. Make available the clinical and related facilities needed for training.

b. Arrange schedules that will not conflict with other educational programs.

c. Designate an official to coordinate trainees' clinical learning experiences. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, courses and programs conducted under the direction of the training institution.

Subj: MEMORANDUM OF UNDERSTANDING

d. Provide reasonable classroom, conference, office, storage, dressing, and locker room space for participating trainees and their faculty or staff supervisors, to the extent such resources are made available to other residents/fellows at Arrowhead Regional Medical Center.

e. Grant U.S. Navy trainees the same administrative privileges typically enjoyed by the training institution's non-military residents/fellows.

f. Permit, on reasonable request and subject to all applicable laws, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the U.S. Navy's educational programs.

g. Provide emergency medical and dental treatment to trainees while at the training institution for training. The reasonable cost of such treatment will be paid for by the U.S. Navy.

h. The training institution further agrees not to seek indemnification from either the United States, the U.S. Navy, or the trainees for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the trainee's professional duties to the extent the trainee's conduct resulting in the injury or damage was undertaken at the direction of the training institution or its employees.

i. Furnish a written report evaluating trainee performance within the timeframe mutually agreed upon by the parties. Reports shall be directed to the specific training program at Naval Medical Center, San Diego, 34800 Bob Wilson Drive, San Diego, CA 92134-5000.

14. U.S. Navy Responsibilities: In addition to other provisions of this agreement, the NMCS D specifically agrees to:

a. Ensure compliance with all training institution's rules, policies, and procedures, and applicable instructions that are not inconsistent with Federal statutes, regulations, or other law binding on the U.S. Navy.

b. Be responsible for the health care and such other medical examinations and protective measures as may be necessary for its trainees.

Subj: MEMORANDUM OF UNDERSTANDING

c. Prohibit trainees, faculty, or staff members from publishing any materials developed as a result of their training experience that has not been approved for release, in writing, by the NMCS D and the training institution.

15. Health Insurance Portability & Accountability Act (HIPAA):

Both parties understand and will adhere to DoD Manual 6025.18, Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Health Care Programs of 13 March 2019; and 45 Code of Federal Regulations (CFR), Parts 160 and 164, dated April 2003. The parties agree that all trainees are members of the MTF "workforce" for the purpose of HIPAA as defined in the Glossary section of DoD Manual 6025.18.

In keeping with all federal and state rules and regulations regarding patient confidentiality, Military Treatment Facility (MTF) and training institution shall notify their respective trainee that they are responsible for maintaining the confidentiality of patient information. Trainee shall not have access to, or have the right to review, any medical record, except where necessary in the regular course of the training program covered by this MOU or in furtherance of any litigation arising out of trainee's affiliation. The discussion, transmission, or narration, in any form, by trainee of any patient information of a personal nature, medical or otherwise, obtained by the trainee is forbidden except as a necessary part of the training program covered by this MOU. MTF and shall affirm that its trainees have received all mandatory training required by Federal Rules and Regulations for the protection of patients' protected health information (PHI) and that departmental records of completion of such training shall be available upon written request by training institution.

16. It is expressly agreed that this written Statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.

17. It is understood that the Chief, Bureau of Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.

Subj: MEMORANDUM OF UNDERSTANDING

18. The terms of this agreement will commence as of July 1, 2022 and will continue until June 30, 2027, unless earlier terminated under the provisions of this agreement. Termination by either party without cause will require that written notification be sent by registered mail 30 days before the termination date.

19. Unless otherwise required by law, this MOU shall be governed by the laws of the United States.

20. In the event any provisions in this agreement are found to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. 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.

22. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party.

23. 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.

Subj: MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, San Bernardino County on behalf of Arrowhead Regional Medical Center and Naval Medical Center have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

(Date)

CURT HAGMAN
Chair, Board of Supervisors

San Bernardino County on behalf of
Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324

05 MAY 2022

(Date)

[Signature]

K. D. DAVIS
Captain, Medical Corps
United States Navy

Director
Naval Medical Center
San Diego, CA 92134-5000