



Contract Number
24-498

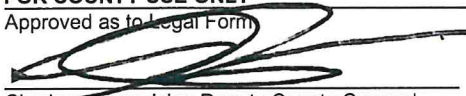
SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-4189</u>
Contractor	<u>County of Riverside on behalf of Riverside University Health Systems</u>
Contractor Representative	<u>Jonathan Langley</u>
Telephone Number	<u>(612) 699-7795</u>
Contract Term	<u>July 1, 2024 through June 30, 2029</u>
Original Contract Amount	<u>NTE \$512,419</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>NTE \$512,419</u>
Cost Center	<u>8242</u>

Briefly describe the general nature of the contract: Graduate Medical Education Affiliation Agreement with County of Riverside on behalf of Riverside University Health System for Resident and Fellow Physician Rotations, in an amount not-to-exceed \$512,419 for the five-year contract period of July 1, 2024 through June 30, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

 Charles, Supervising Deputy County Counsel
 Date 6/13/2024

Reviewed for Contract Compliance

 Date _____

Reviewed/Approved by Department

 Andrew Goldfrach, ARMC Chief Executive Officer
 Date 6/13/2024

**GRADUATE MEDICAL EDUCATION
AFFILIATION AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
SAN BERNARDINO COUNTY**

This Graduate Medical Education Affiliation Agreement ("Agreement") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER ("RUHS") and the SAN BERNARDINO COUNTY, a political subdivision of the State of California, on behalf of ARROWHEAD REGIONAL MEDICAL CENTER ("ARMC"), collectively referred to as "the Parties" or individually referred to as a "Party."

WHEREAS, Residents and Fellows are physicians engaged in Graduate Medical Education (GME) training programs in a specific specialty of medicine and who as part of their training participate in patient care under the direction of attending physicians; and

WHEREAS, the Parties acknowledge a desire to contribute to health related education for the benefit of Resident(s) and Fellow(s) and to meet community needs; and

WHEREAS, it is to the benefit of the Residents and Fellows of each Party's GME programs to have opportunities for clinical experiences to enhance their capabilities as practitioners at the other Party's facility(ies); and

WHEREAS, as used in this Agreement, the following terms have the following meanings:

- A. "Sending Party" means the Party from which Resident(s) and/or Fellows is (are) sent for a clinical experience;
- B. "Receiving Party", means the Party to which Resident(s) and/or Fellows is (are) sent for a clinical experience;

NOW THEREFORE, in consideration of the material covenants contained herein, the Parties hereto agree as follows:

ARTICLE I. GENERAL RELATIONSHIP AND TERM OF AGREEMENT

1.1 General Relationship

With this Agreement, the Parties shall make their respective facilities available to Residents and/or Fellows from the other Party's GME programs for the purpose of initiating and conducting clinical teaching and supervision as the Parties jointly approve. The Parties agree that Residents and/or Fellows will be required to follow the policies, procedures, rules and regulations of the Receiving Party's facility where they are engaged in clinical experience during that portion of their training.

1.2 Standards of Operations

The Parties, at their own expense, shall operate and maintain their respective facilities in accordance with the standards prescribed and maintained by The Joint Commission.

The Parties are solely responsible for the accreditation of the GME program(s) they sponsor and for obtaining required approvals, if any, in accordance with the standards prescribed by the Accreditation Council for Graduate Medical Education (ACGME) or American Osteopathic Association (AOA). During the term of this Agreement, both Parties agree to comply with all such ACGME or AOA standards for residency training. The Parties specifically acknowledge and agree to the application of the ACGME standards relating to total work hours to all Residents and Fellows participating in clinical training experiences under this Agreement.

The Sending Party shall be responsible for assigning Resident(s) and Fellow(s) from its GME program who are qualified to undertake the professional activities which are expected of them during the assignment to specific clinical services at the Receiving Party.

The Sending Party may not send a Resident or Fellow to the Receiving Party's facilities unless and until the Parties have entered into the required ACGME Program Letter of Agreement ("PLA") relating to that specific rotation. All PLAs executed during the term of this Agreement shall be subject to the terms and conditions of the Agreement. All PLAs related to this Agreement shall be executed by the relevant Residency/Fellowship Program Director and Designated Institutional Official of the facility in which the Resident or Fellow is sent.

1.3 ACGME Affiliation Approval

The Parties understand and agree that if this affiliation for residency training is not acceptable to and/or is found to not meet the standards prescribed by the ACGME at any time, now or in the future, this Agreement shall be immediately terminated without the requisite notice as prescribed in Section 1.5 of this Agreement.

1.4 Licenses

The Parties shall, through the term of this Agreement, maintain any license(s) or verify the maintenance of such license(s) necessary for the provision of the Resident(s) and Fellow(s) services hereunder as required by the laws and regulations of the United States, the State of California, and all other governmental agencies. Either Party shall notify the other Party immediately, in writing, of its inability to obtain or maintain such license. Said inability shall be cause for immediate termination of this Agreement as determined solely by the Party being notified without the requisite notice as prescribed in Section 1.5 of this Agreement.

1.5 Term of Agreement

The term of this Agreement shall begin on July 1, 2024 and continue until June 30, 2029 unless terminated earlier.

Other than as stated in Sections 1.3, 1.4 and 1.5 herein, either Party may terminate this Agreement without cause at any time after giving the other Party ninety (90) days advance written notice of its intention to terminate. Upon mutual agreement by the parties, any such termination shall not be effective as to any Resident(s) or Fellow(s) who were participating in a rotation and scheduled to complete the rotation within one hundred twenty (120) days from the date of the mailing of said notice unless the Resident(s) or Fellow(s) was terminated under the PLA.

ARTICLE II. TRAINING ISSUES AND DUTIES

2.1 Residency Specialties

The Sending Party shall have knowledge of all programs at the Receiving Party in which Resident(s) and/or Fellow(s) from the Sending Party may participate.

The Parties understand and agree that the decision to assign Resident(s) and/or Fellow(s) to rotations at the Receiving Party is at the sole discretion of the Sending Party's administration, Graduate Medical Education Committee and the individual Fellowship/Residency Program Director.

2.2 Research

Research shall only be undertaken by Residents and Fellows at the Receiving Party's facility when approved by each Party's Administration and the relevant Institutional Review Board (IRB).

2.3 Rotation Directors and Supervising Physicians

The Sending Party's designated Administrator, the Chairperson of the Sending Party's Graduate Medical Education Committee (GMEC), and the individual Specialty Residency Program Director(s), in collaboration with equivalent person(s) at Receiving Party will select and approve the Receiving Party Supervising Physicians for all training at Receiving Party. Both the Chairperson of the Sending Party's GMEC and the individual Specialty Fellowship/Residency Program Director(s) shall be available, at reasonable times, to Receiving Party administration and to the Receiving Party Supervising Physicians in order to address questions which may arise with respect to the evaluation and supervision of the Residents' and/or Fellows' performance.

2.4 Patients

The Parties agree that all patients on designated services may be part of the clinical training experience, if agreed to by the patient's treating physician and the patient. It is understood and agreed that it is the responsibility of the Receiving Party and their respective medical staff members to assure consent has been obtained from each patient prior to allowing Resident(s) and/or Fellow(s) in the program to attend to any patient.

2.5 Confidentiality

The Parties both agree to maintain confidentiality of patient records and information in accordance with all state and federal laws, regulations, guidelines and directives relating to confidentiality of patient records.

2.6 Non-Discrimination

The Parties agree to make no distinction among Resident(s) and/or Fellow(s) covered by this Agreement on the basis of race, color, sex, creed, age, disability, religion, national origin, or any other legally protected status under applicable California and federal laws.

2.7 Resident(s) Decorum:

The Receiving Party shall notify both the Sending Party's Administrator and the individual Specialty Residency Program Director, if any Resident's and/or Fellow's conduct is found unacceptable to the Receiving Party. The Sending Party shall take appropriate action to correct the unacceptable conduct of the Resident(s) and/or Fellow(s). The Sending Party shall advise Resident(s) and/or Fellow(s) of their responsibility to abide by the Receiving Party's policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free

Workplace Act. The Receiving Party agrees to orient such Resident(s) and/or Fellow(s) to its policies and procedures for which they will be held accountable. Each Party agrees to provide the other with its own Resident Information Handbook or equivalent, which includes general policies regarding graduate medical education training.

2.8 Corrective Action / Grievance

The Sending Party will adhere to its own policies concerning Graduate Medical Education issues, including academic discipline, complaints and grievances for their Resident(s) and/or Fellow(s). The Receiving Party will not initiate corrective action or grievance.

Each Party may unilaterally remove a given Resident or Fellow from participating in training at their own facility. Following the removal of the given Resident or Fellow, a letter will be sent to the Designated Institutional Officer explaining the reasoning for the removal.

2.9 Health Verification

The Sending Party shall assure that all Residents and/or Fellows assigned by them to the Receiving Party have complied with all applicable health requirements, including having undergone a pre-placement physical. The Sending Party also agrees to maintain all current health records for their assigned Resident(s) and Fellow(s). The Sending Party shall assure that their Residents and/or Fellows assigned by them to the Receiving Party have been trained in infection control procedures, maintain a current cardiopulmonary resuscitation (CPR) certificate, and are current with required immunizations or have met the requirements of a permitted exemption.

2.10 Medical Licensure

All Resident(s) and/or Fellow(s) assigned by the Sending Party shall meet and comply with either the requirements regarding state licensure or the postgraduate training registration requirements of the Medical Board of California or Osteopathic Medical Board of California, as appropriate. The Sending Party shall assure appropriate compliance prior to the Resident(s) and/or Fellow(s) assignment to the Receiving Party's facility. The Sending Party shall maintain such licensure in its graduate medical education office or its facilities administration office. The Sending Party shall ensure that their Resident(s) and/or Fellow(s) assigned to the Receiving Party are not on the OIG's list of excluded individuals.

2.11 Resident Duties

The Sending Party shall assign to the Receiving Party, when appropriate, Residents and/or Fellows who are training in a specialty listed in Exhibit A, attached hereto and incorporated herein by reference. Such assignments shall customarily be for a minimum rotation of one (1) month. The general duties of the Resident(s) and/or Fellow(s) should include but not be limited to the following: histories and physical examinations, discharge summaries, consultations, care for inpatient and respective services, surgery and medical procedures, and outpatient clinic services, as appropriate. The Sending Party, through the individual Specialty Residency Program Director, agrees to prepare a list of the types of professional activities which the Residents and/or Fellows in such specialties are authorized by both Parties to perform at the Receiving Party.

2.12 Protected Health Information/Medical Records

Each Party acknowledges that Residents and/or Fellows require access to information related to individual patients that is protected by State and Federal laws. The Parties agree that Residents and/or Fellows will be

governed by and required to follow the rules, regulations, policies and practices relating to such information of the facility where their clinical experience is taking place. The Parties understand and agree, however, that the ultimate and final responsibility for medical record completion lies with the Receiving Party's Medical Staff members and/or Supervising Physicians, not the Resident(s) and/or Fellow(s).

2.13 Commitment to Training and Supervision

The Parties shall endeavor to:

- A. Cooperate in the planning and implementation of their respective clinical education programs and to supervise and instruct the assigned Resident(s) and/or Fellow(s) during their clinical experience;
- B. Designate a member of the Receiving Party's Medical Staff as the Rotation Director (also known as the Site Director) who will be responsible for the educational and experiential supervision of the Resident(s) and/or Fellow(s) to use its patient care and patient service facilities for clinical education;
- C. Permit assigned Resident(s) and/or Fellow(s) to use its patient care and patient service facilities for clinical education;
- D. Retain responsibility for nursing care and related duties when Resident(s) and/or Fellow(s) are providing medical care to any patient;
- E. Permit the use of such supplies and equipment by the Resident(s) and/or Fellow(s) at such times and to the degree considered feasible by the Parties and are commonly available for patient care; and,
- F. Permit the use of the following facilities and services by the Resident(s) and/or Fellow(s) at such times and to the degree considered feasible by the Parties:
 - a. Parking areas;
 - b. Locker, storage, lactation rooms and dressing facilities, as available; and,
 - c. Access to sources of information for clinical education purposes.
- G. Retain the right to remove, suspend or refuse access to any of its areas to Resident(s) and/or Fellow(s) who fail to abide by the Party's policy(ies) and procedure(s) and/or who do not meet its standards for safety, health, cooperation or ethical behavior pending investigation and resolution of the matter by the Receiving Party in consultation and with the Sending Party's administration and the Residency Program Director. It is understood and agreed that the Resident(s) and/or Fellow(s) approval to obtain clinical experiences at Receiving Party shall not entitle the Resident(s) and/or Fellow(s) to any hearing or appeal process at the Receiving Party; and
- H. Invite the participation of Resident(s) and/or Fellow(s) to such educational activities as conferences, rounds and similar experiences including utilization review, quality assurance and evaluation and monitoring activities, as appropriate.

2.14 Resident Supervision

While training at the Receiving Party, the clinical activities of Resident(s) and/or Fellow(s) shall be appropriately supervised at all times by the Receiving Party's medical staff member physicians who shall be called the "Supervising Physician." The Supervising Physician shall be responsible for the overall direction and management of the Resident(s) and/or Fellow(s) performance while at the Receiving Party's facilities.

2.15 Evaluation of Resident(s) and Fellow(s)

The Supervising Physician agrees to provide the Sending Party with written records which document and evaluate both the participation of the Resident(s) and/or Fellow(s) in procedures and activities that were performed. Each Party shall provide appropriate evaluation forms to the Receiving Party's Supervising Physicians and arrange the return of the forms. Various non-medical personnel at the Receiving Party may also be asked to evaluate the Resident(s) and/or Fellow(s), as appropriate. The Receiving Party shall be responsible to provide such evaluation forms to the Sending Party once every month.

2.16 Medical Staff Membership

The presence of Resident(s) and/or Fellow(s) at the Receiving Party is based solely upon their continued participation in the Sending Party(s) Residency Training Program. As such, it is understood and agreed that Resident(s) and/or Fellow(s) assigned to the Receiving Party shall not be granted medical staff membership or privileges at the Receiving Party's facility during their rotation.

2.17 Moonlighting

The Parties agree that this Agreement does not cover work done by Resident(s) and/or Fellow(s) outside of their clinical rotations ("Moonlighting").

2.18 Duty Hour Auditing

The Receiving Party agrees to audit the duty hours of Residents and/or Fellows assigned to it and will assure that these duty hours do not exceed the duty hour restrictions imposed by the ACGME.

ARTICLE III. INDEMNIFICATION

3.1 Indemnification

The Parties hereby agree that the Sending Party will defend, indemnify and hold harmless the Receiving Party, its (Receiving Party's) Resident(s), Fellow(s), agents and employees from any liability, damage or costs they may suffer as a result of claims, demands, or judgments against them arising out of the operation of the program covered by this Agreement resulting from the acts or omissions of the Sending Party, its agents, employees and the acts or omissions of Sending Party's Resident(s) and / or Fellow(s) which occur on the premises or in the service of Receiving Party. The Party entitled to indemnity ("Indemnified Party") under this Agreement agrees to give the other Party ("Indemnifying Party") notice in writing within thirty (30) days of any claim made against the Indemnified Party on the obligations covered hereby. However, the Indemnified Party's failure to provide or delay in providing such notice will relieve the Indemnifying Party of its indemnity obligations only if and to the extent that such delay or failure materially prejudices Indemnifying Party's ability to defend such lawsuit or claim.

ARTICLE IV. INSURANCE

4.1 Both Parties shall maintain in full force and effect, at the Party's sole expense and written by carriers acceptable to the other Party (1) a comprehensive general liability insurance policy or program of self-insurance covering its employees, instructors, including contractor providing services under this Agreement, and Residents while at the Clinical Facilities at levels of not less than two million dollars (\$2,000,000) per occurrence and four

million dollars (\$4,000,000) annual aggregate and (2) a professional liability insurance policy for its employees, instructors including contractor providing services under this Agreement, Fellows, and Residents while at the Receiving Party's Clinical Facilities at levels of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.

4.2 Each Party shall present the other Party with satisfactory evidence of compliance with the insurance requirements specified in this Section IV immediately after execution of this Agreement.

4.3 RUHS shall extend its usual workers' compensation insurance to cover all Residents, Instructors and RUHS employees who are participating in the Program at the Clinical Facilities. RUHS shall not be responsible to provide Worker's Compensation coverage to independent contractors providing services on behalf of RUHS under this Agreement.

ARTICLE V. COMPENSATION

5.1 Resident(s) and/or Fellow(s) Employment and Assignment to Receiving Party

The Sending Party shall make all assignments of its Resident(s) and/or Fellow(s) to the Receiving Party for training subject to review by the Receiving Party's Graduate Medical Education Office and the clinical service Rotation Director/Site Director. Resident(s) and/or Fellow(s) assigned by the Sending Party will remain employees of the Sending Party and will continue to receive salary and benefits, including Worker's Compensation coverage, as employees of the Sending Party.

5.2 Compensation

The terms for compensation by the Receiving Party to the Sending Party for the salary and benefits of the Sending Party's Resident(s) and/or Fellow(s) is detailed in Exhibit B, attached hereto and incorporated herein by reference.

5.3 Medicare

For purposes of billing to Medicare, the Receiving Party shall retain the sole right to claim for the participation of any Sending Party Resident(s) or Fellow(s) while participating in a rotation at the Receiving Party to the extent permitted by applicable law.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising under this Agreement shall be venued in the Superior Court in Riverside or San Bernardino County.

6.2 Amendments

This Agreement may be amended only by a written, signed statement by both Parties.

6.3 Third Party Beneficiaries

This Agreement shall not create any rights, including, without limitation, third-party beneficiary rights, to any person or entity not a party to this Agreement.

6.4 Notice

Notices shall be delivered by first class mail, return receipt requested, and shall be effective two (2) business days after mailing or by personal delivery or messenger at the following address:

San Bernardino County
Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
ATTN: Director, Medical Center

County of Riverside:
Riverside University Health System-Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
ATTN: Contracts Administration

6.5 Drug Free Workplace

Each Party's signature affixed to this Agreement certifies that Parties and the Resident(s) and/or Fellow(s) assigned by a Party shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances while performing services under this Agreement.

- A. Copy of Drug-Free Workplace Policy: Both Parties acknowledge receipt of each other's applicable policy which addresses a drug-free worksite.
- B. Compliance with Policy: The Parties agree that their respective policies are equivalent, and that Resident(s) and/or Fellow(s) will be expected to follow the policy of the Party to whose facility they are assigned.
- C. Criminal Drug Violation Notice: Both Party's signature affirms the understanding and agreement that any criminal conviction of a Resident(s) and/or a Fellow(s) of a criminal drug statute for a violation occurring in the Party's facility while rotating at either Party's facility, must be reported to the appropriate Administrative Director of Human Resources Management within five (5) days of any conviction and, in turn, the Administrative Director of Human Resources Management shall notify the appropriate Federal Agency(ies) within ten (10) days after learning of the conviction. By such signature, Parties also agree to require the Resident(s) and/or Fellow(s) assigned to Receiving Party to abide by the five (5) day notice requirement and to notify the Resident(s) and / or Fellow(s) at Receiving Party of the requirement to notify the appropriate Federal Agency(ies) within ten (10) days of learning of any conviction.

6.6 Partial Invalidity

If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

6.7 Waiver or Failure of a Condition

The waiver or any failure of a condition shall not operate as, nor be construed to be, waiver of a subsequent failure of the same or other condition.

6.8 Assignment

Neither this Agreement nor any duties or obligations under this Agreement may be assigned or transferred by either Party without prior written consent of the other Party, except as expressly provided for herein.

6.9 Status of Parties

The Parties are, for purposes relating to this Agreement, independent contractors and shall not, by virtue of this Agreement, in any way be deemed to or construed to create an employer-employee relationship, a joint venture or a joint employer relationship.

6.10 Headings

The headings to the articles and sections of this Agreement have been included for the convenience of reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

6.11 Force Majeure

If either Party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of the Party, such non-performing Party shall be excused from performance, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.

6.12 Entire Agreement

This Agreement supersedes any and all agreements, whether oral or written, between the Parties hereto and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or by anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

6.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: *Jennifer Cruikshank*

Name: Jennifer Cruikshank

Title: RUHS-Medical Center CEO

Date: 6/12/2024

SAN BERNARDINO COUNTY, a political subdivision of the State of California

By: *Dawn Rowe*

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: JUN 25 2024

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: *Raymond Mistica*

Name: Raymond Mistica

Title: Deputy County Counsel

Date: May 23, 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MICHELL, Clerk of the Board of Supervisors of the County of San Bernardino

By: _____



EXHIBIT A
RESIDENT(S) AND FELLOW(S) ASSIGNMENTS

The Sending Party agrees, by June 1st of each year, to provide to Receiving Party the necessary demographic and scheduling information about the Sending Party's Resident(s) and/or Fellow(s) necessary for the Receiving Party to onboard / orient the Resident(s) and/or Fellow(s) and schedule them on the requested clinical rotations. Any additional documents required for each Resident and/or Fellow will be supplied to Receiving Party by Sending Party at least thirty (30) days prior to start date of clinical training.

I. RUHS RESIDENT(S) AND/OR FELLOW(S) ASSIGNMENTS

Upon the full execution of a PLA relating to the specific rotation, RUHS agrees to send either a California Licensed Resident or a Resident who has met the postgraduate training requirements of the Medical Board of California to ARMC for purposes of clinical training. RUHS agrees to designate Resident(s) and/or Fellow(s) who are enrolled and in good standing in the residency program to be assigned for training at ARMC in such numbers that are acceptable to ARMC.

A. Neurological Surgery

RUHS and the RUHS Neurological Surgery Program Director agree to send a maximum annual number of Neurological Surgery Fellows/Residents to ARMC, as indicated below:

Fellow/Resident Program	Maximum Annual FTE count
Neurological Surgery	5

Radiology

RUHS and the RUHS Radiology Program Director agree to send a maximum annual number of Radiology Fellows/Residents to ARMC, as indicated below:

Fellow/Resident Program	Maximum Annual FTE count
Radiology	2

B. Other Residents

RUHS may send other Resident(s) or Fellow(s) to ARMC for rotation upon the mutual agreement of the parties. However, to the extent that there will be any compensation associated with the rotation, an amendment to this Agreement which updates this Exhibit A to reflect the additional rotation(s) and Exhibit B to reflect the compensation is required.

II. ARMC RESIDENT(S) AND/OR FELLOW(S) ASSIGNMENTS

Upon full execution of a PLA for the specific rotation, ARMC agrees to send either a California Licensed Resident or a Resident who has met the postgraduate training requirements of the Medical Board of California to RUHS for purposes of clinical training. ARMC agrees to designate Resident(s) and/or Fellow(s) who are enrolled and in good standing in the residency program to be assigned for training at RUHS in such numbers that are acceptable to RUHS.

A. Radiology

ARMC and the ARMC Radiology Program Director agree to send a maximum annual number of Radiology Fellows/Residents to RUHS, as indicated below:

Fellow/Resident Program	Maximum Annual FTE count
Radiology	2

C. Other Residents

ARMC may send other Resident(s) or Fellow(s) to RUHS for rotation upon the mutual agreement of the parties. However, to the extent that there will be any compensation related to such rotation, an amendment to this Agreement which updates this Exhibit A to reflect the additional rotation(s) and Exhibit B to reflect the compensation is required.

[END OF EXHIBIT]

EXHIBIT B
COMPENSATION FOR RESIDENT / FELLOW SALARIES AND BENEFITS

Both Parties agree that the compensation rates, annual full-time equivalent (FTE) counts, annual compensation and terms reflected in this exhibit are effective July 1, 2024.

I. Neurological Surgery

ARMC shall reimburse RUHS for the salary and benefits of RUHS Neurological Surgery (hereinafter also known as "Neurosurgical") Residents/Fellows covered by this Agreement as set forth on this Exhibit. ARMC agrees to pay RUHS within sixty (60) days after receipt and reconciliation of a quarterly invoice and resident rotation report from RUHS.

Reimbursement for RUHS Neurosurgical Resident(s)/Fellow(s) will be made for rotations that occur at ARMC facilities, at the following rates:

2024 / 2025 RATES FOR RUHS RESIDENT/FELLOW REIMBURSEMENT

	PRG 1	PRG 2	PRG 3	PRG 4	PRG 5	PRG 6	PRG 7
Salary	\$70,962	\$73,311	\$76,193	\$79,200	\$82,441	\$85,504	\$88,347
Health Benefits	\$11,700	\$11,700	\$11,700	\$11,700	\$11,700	\$11,700	\$11,700
Life Insurance	\$35	\$35	\$35	\$35	\$35	\$35	\$35
Long/Short Term Disability	\$111	\$111	\$111	\$111	\$111	\$111	\$111
Medicare Tax	\$1,029	\$1,063	\$1,105	\$1,148	\$1,195	\$1,240	\$1,281
Optical Insurance	\$186	\$186	\$186	\$186	\$186	\$186	\$186
Life Certs	\$135	\$135	\$135	\$135	\$135	\$135	\$135
Retirement	\$3,974	\$4,105	\$4,267	\$4,435	\$4,617	\$4,788	\$4,947
Social Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Unemployment Ins	\$158	\$163	\$170	\$177	\$184	\$191	\$197
Total Benefits	\$17,328	\$17,498	\$17,708	\$17,927	\$18,162	\$18,385	\$18,592
TOTAL	\$88,289.57	\$90,809.41	\$93,901.02	\$97,126.72	\$100,603.43	\$103,889.21	\$106,938.98

2024 / 2025 RATES FOR RUHS RESIDENT/FELLOW REIMBURSEMENT

Yearly	\$88,289.57	\$90,809.41	\$93,901.02	\$97,126.72	\$100,603.43	\$103,889.21	\$106,938.98
Monthly	\$7,357.46	\$7,567.45	\$7,825.08	\$8,093.89	\$8,383.62	\$8,657.43	\$8,911.58
Daily (7 Day)	\$241.89	\$248.79	\$257.26	\$266.10	\$275.63	\$284.63	\$292.98
Daily (5 Day)	\$339.58	\$349.27	\$361.16	\$373.56	\$386.94	\$399.57	\$411.30

The foregoing rates shall remain firm for the period of July 1, 2024 through June 30, 2025. In the event that RUHS desires to raise such rates after June 30, 2025, written notice of such increase must be provided to the ARMC Healthcare Program Administrator of the GME Office or its designee (collectively, "ARMC Administrator") at least 30 days prior to the desired implementation date for the increased rates. For the new rates to be effective, RUHS must obtain the written approval of the increase from the ARMC Administrator. If no such written approval is

obtained, RUHS shall have the option of: (1) continuing the rotations at the 2024/2025 rates set forth above, or (2) discontinuing RUHS' rotation of the Neurosurgical Resident(s)/Fellow(s) at ARMC. In the event that RUHS elects to discontinue the rotation, as set forth above, 15 days written notice shall be provided prior to the discontinuance.

II. Radiology

There shall be no compensation, invoicing, or payments between the Parties relating to (1) the RUHS Radiology Resident(s)/Fellow(s) that participate in rotations at ARMC or (2) the ARMC Radiology Resident(s)/Fellow(s) that participate in rotations at RUHS, under this Agreement.

[END OF EXHIBIT]