



Contract Number

SAP Number

Arrowhead Regional Medical Center

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

Contractor The Regents of the University of California on behalf of its San Diego School of Medicine, Department of Emergency Medicine

Contractor Representative Michelle Daniel, M.D.

Telephone Number _____

Contract Term Sixty Days from Execution Date

Original Contract Amount Non-Financial

Amendment Amount _____

Total Contract Amount _____

Cost Center _____

SHORT-TERM OFFSITE RESIDENT PHYSICIAN AFFILIATION AGREEMENT

This Short-Term Offsite Resident Physician Affiliation Agreement ("Agreement") is entered into by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("Medical Center", or "ARMC") and The Regents of the University of California on behalf of its San Diego School of Medicine, Department of Emergency Medicine ("Affiliate") for a short term rotation of certain specified ARMC medical residents, not exceeding 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 Toxicology, to ARMC's Emergency Medicine 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 certain specified Resident(s) in the Emergency Medicine residency program at ARMC should do clinical rotations in Toxicology at Affiliate's facility(ies); and

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

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

1. **Purposes.** ARMC has an established professional program for the education of medical residents which is accredited by the Accreditation Council for Graduate Medical Education ("ACGME"). ARMC desires to have certain specified Emergency Medicine medical residents obtain clinical experiences at Affiliate and its facility(ies) to receive advanced training in the specific field of Toxicology.
2. **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.
3. **Non-Exclusive Arrangement.** This Agreement is non-exclusive. Both parties may enter into agreements with other entities for the provision of the same or similar services.
4. **Compensation & Billing.** Neither party shall be compensated by the other party for the services provided by ARMC's medical residents under this Agreement.
5. **Graduate Medical Education Funding (GME).** The Medicare program is committed to paying its share of the cost in educating residents and provides special payments, called Direct Graduate Medical Education (DGME) payments, to hospitals to cover cost directly related to educating residents. The parties hereto agree to the following disbursement of their GME funds:
 - 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 the residents train at Affiliate's facility under this Agreement.
 - ii. ARMC agrees to allow Affiliate to count ARMC's resident 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. Resident social security number;
- b. Name, Address and contact information of the resident's medical school;
- c. If the Resident went to medical school out of the country, provide the name, address and contact information including the resident's Educational Commission for Foreign Medical Graduates number.

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.

6. **Term.** This Agreement shall commence on the date fully executed ("Effective Date") and remain in effect for a term of 60 days from the Effective Date. However, this Agreement may be terminated, with or without cause, by either party at any time after giving the other party fifteen (15) days advance written notice of its intention to terminate. The ARMC Hospital Director is authorized to initiate termination on behalf of the County. Any termination by Affiliate shall not be effective, at the election of ARMC and the concurrence of Affiliate, as to any Resident who at the time of termination is participating in the program until such 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 Resident. If Affiliate requests termination due to the negligent or willful misconduct of the Resident, Affiliate may request immediate removal of the Resident from participating in training at Affiliate's facility.
7. **Affiliate Responsibilities.** Affiliate shall be responsible for the following: (a) provide an appropriate orientation to ARMC Resident(s); (b) schedule Resident assignments, taking into account the educational requirements of the Program; Residents shall attend lectures and conferences as scheduled within the applicable Department at 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 Resident(s) at Affiliate. Faculty shall be duly licensed and shall meet the professional standards established by federal, state and local laws and regulations, The Joint Commission, and the ACGME, CHBPE, or other accrediting body for the Program; (d) timely provide a written evaluation of the performance of each Resident according to the guidelines outlined in the Program's policies and procedures following completion of each resident's rotation at Affiliate; (e) make its facilities, including parking (at resident's expense) and to the extent available, cafeteria accessible to ARMC's Resident(s) that rotate at Affiliate; (f) as possible, make library, classroom and conference room space available to Resident(s); and (g) 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.**
 - A. ARMC, at its sole cost and expense, shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 1. Professional Liability Insurance with limits of Two million dollars (\$2,000,000) per occurrence and a general aggregate of Four million dollars (\$4,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
 2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance as required under California State law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverage required under this Section 9.A. shall not in any way limit the liability of ARMC. The coverage referred to under Section 9.A.2. shall be endorsed to include UCSD as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of ARMC, its officers, agents, and/or employees. ARMC, upon the execution of the Agreement, shall furnish Affiliate with Certificates of Insurance evidencing compliance with all requirements. certificates shall further provide for thirty (30) days' advance written notice to Affiliate of any modification, change or cancellation of any of the above insurance coverage.

- B. Affiliate, at its sole cost and expense, shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
1. Professional Medical and Hospital Liability self-insurance with limits of Two million dollars (\$2,000,000) per occurrence and a general aggregate of Four million dollars (\$4,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
 2. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date to or coinciding with the effective date of this Agreement.
 3. Workers' Compensation as required under California State law.
 4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverage required under this Section 9.B. shall not in any way limit the liability of Affiliate. The coverage referred to under Section 9.B.2. shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Affiliate, its officers, agents, and/or employees. Affiliate, upon request, shall furnish ARMC with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to ARMC of any modification, change or cancellation of any of the above self-insurance coverage.

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 worker's 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 health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, each party represents and warrants that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.
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 Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, and any action to enforce this Agreement shall be brought in the Superior Courts of the California.
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 Clause.** Both parties shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of such party, its directors, officers, employees, or agents, under this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of such party, its officers, employees, or agents.
17. **Confidentiality.** Each party shall protect the proprietary information of the other party with the same standard of protection and care that it uses for its own proprietary Information, but in no event less than reasonable care and diligence. Except where disclosure is required by law, neither party shall disclose, publish, transmit or make available all or any part of such proprietary information except in confidence or a need-to-know basis to its own employee and their party contractors who have undertaken a written obligation of protection and confidentiality and its legal and professional advisors under similar confidentiality obligations, and shall not duplicate, transform or reproduce such proprietary information except as expressly permitted hereunder.
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 or Agreement's and understandings between the parties with respect to the same. Any amendment of this Agreement shall be in writing and executed by the parties.
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:
UC San Diego Health Sciences
9500 Gilman Drive, MC 0602
La Jolla, CA 92093-0602
Attn: Associate Vice Chancellor

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

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. **Signatures.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request

EXECUTED as of the date set forth below.

SAN BERNARDINO COUNTY

▶

 Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

Lynna Monell
 Clerk of the Board of Supervisors
 of the San Bernardino County

By _____
 Deputy

The Regents of the University of California on behalf of its San Diego School of Medicine, Department of Emergency Medicine

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

By ▶ _____
 (Authorized signature - sign in blue ink)

Name _____
 (Print or type name of person signing contract)

Title _____
 (Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

 ▶ Charles Phan, Deputy County Counsel
 Date _____

Reviewed for Contract Compliance

 ▶ _____
 Date _____

Reviewed/Approved by Department

 ▶ William L. Gilbert, Director
 Date _____