

## **AGREEMENT FOR CLINICAL ROTATIONS**

**THIS AGREEMENT FOR CLINICAL ROTATIONS** (“Agreement”) is entered into the later of August 12, 2020, or the execution of the Agreement by both parties (“Effective Date”), by and between **DESERT REGIONAL MEDICAL CENTER, INC.**, a California Corporation doing business as **DESERT REGIONAL MEDICAL CENTER** (the “Home Hospital”), and the **COUNTY OF SAN BERNARDINO** on behalf of **ARROWHEAD REGIONAL MEDICAL CENTER** (the “Receiving Hospital”).

### **RECITALS:**

A. Home Hospital is the sponsoring institution for an approved medical residency program (as defined at 42 C.F.R 413.75(b)) in the specialty of Neurology (the “Program”), and in connection therewith provides training to interns, residents and fellows formally accepted, enrolled, and participating in the Program in order to become certified by the appropriate specialty board (collectively, “Residents”).

B. Home Hospital is the primary provider training site for the Program and its Residents, and is the employer of each such Resident.

C. Home Hospital has determined that the Residents would benefit from additional clinical experience in another hospital setting to supplement the Residents’ training in the specialty of Inpatient Psychiatry.

D. Receiving Hospital agrees to provide such additional experience and training at Receiving Hospital and is willing to accept Residents for such purpose.

E. The parties desire to set forth their respective duties and obligations relating to the operation of the Program at Receiving Hospital.

F. The parties agree to use Program Letter Agreements (“PLA’s”) to specifically state the educational goals and objectives of the Training Program in the form of Exhibit C, which is attached hereto and incorporated by reference during the term of this Agreement; and

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **RECEIVING HOSPITAL ROTATIONS.** Throughout the term of this Agreement, Receiving Hospital shall accept Residents for clinical rotations in Inpatient Psychiatry. Such rotations shall be of a duration not to exceed one (1) month per Resident. Each such Resident shall be in the PGY 2, PGY 3 year of training in an ACGME accredited residency program. The number and scheduling of Residents shall be determined by mutual agreement of Home Hospital’s Program Director and a program coordinator to be designated by Receiving Hospital (the “Program Coordinator”) who shall serve as principal liaison between the Home Hospital and Receiving Hospital for all matters concerning the Program. Home Hospital shall submit to Receiving Hospital the names and educational background of the Residents at least two weeks prior to their scheduled rotations at Receiving Hospital.

2. **RESPONSIBILITIES OF RECEIVING HOSPITAL.** Receiving Hospital shall be responsible for the following: (a) provide an appropriate orientation to Residents; (b) schedule Resident assignments, taking into account the educational requirements of the Program; Residents shall attend lectures and conferences as scheduled within the Department of Psychiatry at Receiving Hospital while on rotation to

Receiving Hospital; (c) provide teaching faculty at Receiving Hospital who shall be responsible for supervision of clinical services rendered by Residents at Receiving Hospital. 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) provide a written evaluation of the Resident's performance according to the guidelines outlined in the Program's policies and procedures following that Resident's completion of his or her rotation at Receiving Hospital; (e) make its facilities, including parking, lockers and storage facilities, to the extent available, on-duty living quarters and cafeteria accessible to Residents; (f) make library, classroom and conference room space available to Residents; and (g) operate the rotations at Receiving Hospital in accordance with Program requirements and federal, state and local laws, rules and regulations.

3. **RESPONSIBILITIES OF HOME HOSPITAL.** Home Hospital shall be responsible for the following: (a) ensure that the Director of Medical Education shall be available for consultation with Receiving Hospital, the Resident, and supervising faculty for all purposes associated with the Program; (b) retain responsibility for the overall planning, administration and coordination of the Program at Receiving Hospital and the Director of Medical Education shall exercise overall control and direction over the training received by Residents at the two institutions, but such control and direction as it relates to the Receiving Hospital may be limited by the Program Coordinator at the Program Coordinator's discretion; (c) require that all of its Residents who rotate through Receiving Hospital abide by the policies, rules and regulations and bylaws of Receiving Hospital. Receiving Hospital may, after consultation with the Director of Medical Education, remove from the rotation and from Receiving Hospital any Resident who materially fails to follow such policies, rules and regulations; (d) require each Resident to carry an identification card issued by Receiving Hospital and to conspicuously display his/her name badge when engaging in activities at Receiving Hospital; (e) operate the Program in accordance with federal, state and local laws, rules and regulations; and (f) require each Resident to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

4. **RESIDENT DISCIPLINE.** An individual Resident's disciplinary problems shall be evaluated jointly by Home Hospital and Receiving Hospital in conference. Any corrective action shall be undertaken consistent with the policies of the Program. Receiving Hospital may immediately remove from the premises any Resident who poses an immediate threat or danger to personnel or to the quality of medical services. Such removal shall, where practicable in the opinion of Receiving Hospital, be discussed in advance with the Director of Medical Education.

5. **HEALTH OF PARTICIPANTS.** Each Resident assigned to Receiving Hospital shall be required to provide to Receiving Hospital satisfactory evidence that each Resident is free from contagious disease and does not otherwise present a health hazard to Receiving Hospital patients, employees, volunteers or guests prior to his or her participation at Receiving Hospital. Such evidence shall include without limitation the results of a recent tuberculin skin test, chest x-ray and physical examination and evidence of immunity from rubella and measles. Home Hospital and/or the Resident shall be responsible for arranging for the Resident's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Receiving Hospital. In no event shall Receiving Hospital be financially or otherwise responsible for said medical care and treatment.

6. **OSHA COMPLIANCE.** Home Hospital shall be responsible for compliance by Residents with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne 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 "Regulations"), including but not limited to responsibility as "the employer" to provide all employees with (a) information and training about the hazards associated

with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. Home Hospital's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.

**7. REIMBURSEMENT.**

a. During their rotation through Receiving Hospital under this Agreement, the Residents assigned to Receiving Hospital shall be included in Receiving Hospital's FTE count of residents for direct and indirect medical education reimbursement purposes for the time spent by Residents at Receiving Hospital only.

b. Receiving Hospital may bill for any professional services rendered by Residents at Receiving Hospital under the supervision of an attending billable physician.

**8. INSURANCE.**

a. Receiving Hospital represents it is a self-insured public entity for purposes of professional liability, general liability, and workers' compensation. Receiving Hospital warrants that through its program of self-insurance, it has adequate professional liability, general liability, and workers' compensation to provide coverage for liabilities arising out of Receiving Hospital's performance of this Agreement. Receiving Hospital shall ensure that for the term of this Agreement, all physicians and surgeons furnishing services at Receiving Hospital to Residents in connection with the Program or in conjunction with Residents, including the Program Coordinator and all teaching faculty, are covered by the self-insurance program or a professional liability insurance with limits at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

b. Home Hospital shall maintain, at Home Hospital's sole expense, professional liability insurance covering Home Hospital and the Residents in amounts of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate, in full force and effect during the term of this Agreement. The professional liability insurance shall cover the Residents while participating in the Program at Receiving Hospital. Home Hospital shall obtain this insurance from a carrier and in a form satisfactory to Receiving Hospital. Home Hospital shall also maintain comprehensive general liability insurance for bodily injury and property damage, workers' compensation and other legally mandated coverages for all its employees including Residents in amounts as may be required by law. Home Hospital shall also have abuse or molestation insurance providing coverage for all employees, including Residents, for the actual or threatened abuse or molestation at Receiving Hospital by anyone or any person in the care, custody, or control of Home Hospital, including negligent employment, investigation and supervision, and such insurance shall provide coverage for both defense and indemnity with liability of limits of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. Home Hospital shall provide Receiving Hospital with a certificate of all insurance coverage described in this subsection prior to the effective date of this Agreement and at any subsequent date during the term of this Agreement in accordance with the provisions of this Subsection 8.b. or upon Receiving Hospital's request. If the insurance maintained by Home Hospital pursuant to this Agreement is written on a claims-made form, it shall continue for five (5) years following expiration or termination of this Agreement.

**9. INDEMNIFICATION AND RISK MANAGEMENT.**

a. Home Hospital agrees to indemnify, defend (with counsel reasonably approved by Receiving Hospital) and hold harmless Receiving Hospital and its authorized officers, employees, agents and volunteers from any and all liability, loss, damage, claim, fine or expense, including costs and attorney's fees, arising out of the acts, errors or omissions of the Home Hospital and the Residents relating to conduct undertaken under this Agreement.

b. The parties recognize that during the term of this Agreement and thereafter, certain risk management issues, legal issues, claims or actions may arise which involve or could potentially involve the parties and their respective employees and agents. The parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent that such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions to effect such cooperation including but not limited to:

(1) Each party agrees to notify the other within ten (10) calendar days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner upon services rendered pursuant to this Agreement;

(2) Unless otherwise prohibited by law, each party agrees to provide the other with reasonable access to and copies of all records including patient records which impact in any manner upon any lawsuit or claim filed against the other party based in any manner upon services rendered pursuant to this Agreement.

(3) In the event that a subpoena concerning services provided under this Agreement is served upon a party, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena. The parties further agree to cooperate with each other in any lawful effort by such other party to contest the legal validity of such subpoena as may be reasonably required and at the expense of the party to whom the subpoena is directed.

c. Where the parties are named as joint defendants in any claim or cause of action arising out of the Program, it is the intent of the parties to cooperate and coordinate in the areas of risk management and control, claims investigation and litigation to the extent practicable and within appropriate considerations of conflict of interest; provided, each party shall retain ultimate control of its own risk management and defense.

10. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they each are independent parties contracting solely for the purpose of effectuating this Agreement, and neither party nor any agents, representatives, or employees of that party shall be considered agents, representatives, or employees of the other party. In no event shall this Agreement be construed as establishing a partnership, employment arrangement or joint venture or similar relationship between the parties hereto. Neither party shall have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto. Home Hospital agrees that Residents will remain as employees of Home Hospital, and not as employees of Receiving Hospital, while undergoing any training or other experience pursuant to this Agreement.

11. **NON-DISCRIMINATION.** The parties covenant that there shall be no discrimination on the basis of race, national origin, religion, creed, disability, sex, gender identity, gender expression, sexual orientation, marital status, age, military or veteran status, or handicap in either the selection of Residents for participation in the Program, or as to any aspect of the clinical training; provided, however, that with

respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Resident's effective participation in the Program.

12. **CONFIDENTIALITY.** Each party, its agents, faculty, representatives and employees agrees to maintain and hold as confidential any confidential or proprietary information that other party may be provided during the term of this Agreement to any other person (with the exception of such party's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by the other party. With respect to any patient or medical record information, including individually identifiable health information and protected health information, regarding the other party's patients, each party shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of the other party and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California's Confidentiality of Medical Information Act ("CMIA") and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

13. **MEDICAL STAFF MEMBERSHIP.** The presence of Residents at Receiving Hospital is based solely upon their continued participation in Home Hospital's Program. As such, it is understood and agreed that Residents assigned to Receiving Hospital shall not be granted medical staff membership or privileges at the Receiving Hospital's facility during their rotation.

14. **CONFIDENTIAL INFORMATION OF HOME HOSPITAL.** As between Home Hospital, its affiliates, and Receiving Hospital, any Confidential Information of Home Hospital or its affiliates or Data provided to or learned by Receiving Hospital for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Home Hospital. In no event shall Receiving Hospital claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services Receiving Hospital is authorized to provide under this Agreement, without prior written consent of Home Hospital or its affiliates. Additionally, Receiving Hospital shall not use, authorize to use or disclose the Data received from Home Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of Receiving Hospital or for any commercial exploitation, unless otherwise agreed upon in writing by Home Hospital or its affiliates. Moreover, Receiving Hospital hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Home Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Home Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Home Hospital or any affiliate thereof or their respective patients, clients or customers.

15. **TERM.** The term of this Agreement ("Term"), shall be five (5) years commencing on the Effective Date.

16. **TERMINATION.**

a. **Termination Without Cause.** Except as otherwise provided herein, any party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice to the other parties; provided that all Residents currently rotating through the Receiving Hospital at the time of notice of termination shall be given the opportunity to complete their clinical rotation at the Receiving Hospital, such completion not to exceed three (3) months.

b. **Termination for Breach.** Any party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach is not cured within fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Immediate Termination.** This Agreement shall automatically terminate if either Home Hospital or Receiving Hospital fails to maintain in good standing its licensure, certification or accreditation governing the operation of its facility, or in the event that the Program loses its accreditation. Such party shall immediately inform the other party in writing of any such failure.

d. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party in writing prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

e. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

17. **REPRESENTATIONS AND WARRANTIES.** Each facility represents and warrants to the other facility as follows: (a) any compensation paid or to be paid by facility to any physician is and will, at all times during the term of the Agreement, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for the other facility. Each facility represents to the other facility that it has and will at all times maintain a written agreement with each physician receiving compensation from it who is not an employee of such facility (e.g., each non-employed independent contractor), which written agreement is or will be signed by the parties, and does or will specify the services covered by the arrangement. Each facility further represents that with respect to its employees with whom it does not have a written employment agreement, the employment arrangement is or will be for identifiable services and is or will be commercially reasonable even if no referrals are made to such facility by the employee; and (b) each facility shall comply with all relevant claims submission and billing laws and regulations.

18. **NAME AND ENDORSEMENTS** Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other similar materials, without the prior written consent of the other party. Neither party shall represent, directly or indirectly, that any product or service of one party has been approved or endorsed by the other party or any of their affiliates, without the prior written consent of the other party.

19. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, VENUE; COUNTERPARTS; NOTICES, WAIVER; ASSIGNMENT; SEVERABILITY.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District. 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. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Neither party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer by such party without such consent shall be null and void. If any provision of 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 invalid in anyway.

20. **NOTICES.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally, deposited with the overnight courier, or if notice is given by registered or certified mail then notice is deemed effective two business days from the date of mailing. All notices shall be sent in accordance with this section and addressed to the parties as follows:

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

Desert Regional Medical Center  
1150 N. Indian Canyon Dr.  
Palm springs, CA 92262  
Attn: GME Office

21. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of services rendered to Receiving Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Home Hospital agrees that at least for four (4) years after the furnishing of such Services, Home Hospital shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services.

22. **DEBARMENT AND SUSPENSION.** Home Hospital certifies that neither it nor its principals and officers are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website

<https://www.sam.gov>). Home hospital further certifies that if it is a business entity that must be registered with the California Secretary of State, it is registered and in good standing with the Secretary of State.

23. **COMPLIANCE OBLIGATIONS.** Receiving Hospital represents it has read, understands, and shall abide by the applicable provisions of Tenet's Standards of Conduct. Receiving Hospital shall comply with the applicable provisions of Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>.

24. **EXCLUSION LISTS SCREENING.** Each respective party to this Agreement shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>); (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the party shall immediately notify the other party of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement. Additionally, Home Hospital shall ensure that the Residents being assigned to Receiving Hospital under this Agreement are not on the OIG's List of Excluded Individuals.

25. **DISCLOSURE OF CRIMINAL AND CIVIL PROCEDURES.** Home Hospital is required to disclose whether it, or any of its partners, principals, members, associates or Key Employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the Home Hospital's business, or whether it, or any of its partners, principals, members, associates or Key Employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, Home Hospital will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Home Hospital is required to disclose whether it, or any of its partners, principals, members, associates or Key Employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by it or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the Home Hospital or the individuals. If the response is affirmative, Home Hospital will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "Key Employees" includes any individuals providing direct service to Receiving Hospital. "Key Employees" do not include clerical personnel providing service at Home Hospital's offices or locations.



26. **EXCLUSIVITY.** This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.

27. **FORCE MAJEURE.** Either party shall be excluded from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, pandemics, state declared State of Emergency, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's performance continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

28.

29. **SURVIVAL.** The provisions of Sections 9, 10, 12, 14, 21 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

**IN WITNESS WHEREOF,** Receiving Hospital and Home Hospital have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

**DESERT REGIONAL MEDICAL CENTER, INC.  
d/b/a DESERT REGIONAL MEDICAL CENTER**

By: \_\_\_\_\_  
Name: Michele Finney  
Title: President and Chief Executive Officer  
Date: \_\_\_\_\_  
Address: 1150 N. Indian Canyon Dr.  
Palm Springs, CA 92262

**COUNTY OF SAN BERNARDINO ON BEHALF OF  
ARROWHEAD REGIONAL MEDICAL CENTER**

By: \_\_\_\_\_  
Name: Curt Hagman  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_  
Address: 400 N. Pepper Ave.  
Colton, CA 92324

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment (the "Program") of patients of Arrowhead Regional Medical Center ("ARMC"), under the Clinical Rotation Agreement between Desert Regional Medical Center and County of San Bernardino on behalf of ARMC, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at ARMC unless such injury or loss arises solely out of Receiving Hospital's gross negligence or willful misconduct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Witness

**EXHIBIT B****CONFIDENTIALITY STATEMENT**

The undersigned hereby acknowledges his/her responsibility under applicable state and Federal laws, including under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, to keep confidential any information regarding patients of Arrowhead Regional Medical Center ("ARMC"), as well as all confidential information of ARMC. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of ARMC, except as required by law or as authorized by ARMC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Resident

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Witness

**EXHIBIT C**  
**NEUROLOGY RESIDENCY PROGRAM**  
**Program Letter of Agreement**

**Sponsoring Institution:**

Hospital or clinical training site: Desert Regional Medical Center, Inc., dba Desert Regional Medical Center  
Address: 1150 N. Indian Canyon, Palm Springs, CA, 92264

Specialty and PGY Level of Residents: Neurology PGY 2 and PGY 3  
Residency Program Director Name & Phone #: Thomas J Clark DO 805-540-9567  
GME Contact(s) & Phone #: Chris Cintron 760-449-5294

**Participating Institution:**

Hospital or clinical training site: Arrowhead Regional Medical Center  
Address: 400 N Pepper Ave., Colton CA 92324

Primary Supervising Physician Name & Phone #: Kedar Challakere, MD 415-305-7019  
Program or Office Coordinator Name & Phone #: Taofeek Ibrahim 909.580.2186  
GME Contact(s): Dotun Ogunyemi, MD 310-279-3538

Sponsoring Institution and Participating Institution enter into this Program Letter of Agreement (“**Agreement**”) to promote the education of medical residents in accordance with the Accreditation Council for Graduate Medical Education (“**ACGME**”) Institutional and Common Program Requirements. Sponsoring Institution is sending medical resident(s) or fellow(s) (all referred to as “**Resident(s)**”) to Participating Institution for a clinical rotation in the specialty of Psychiatry (“**Specialty**”).

The parties agree to the following responsibilities regarding educational assignment of Resident(s) to the Participating Institution:

**1. Responsibilities of Participating Institution**

- a. Participating Institution will provide administrative, educational and supervisory services and support for Residents during the period of assignment to Participating Institution (“**Rotation**”) in accordance with the Graduate Medical Education Policies and Procedures of the Participating Institution (“**Policies**”).
- b. Participating Institutions’ faculty physicians in the Specialty have primary responsibility for direction, teaching, supervision, and evaluation of Residents during this rotation (“**Faculty**”). The Faculty’s responsibilities include: (i) completing an evaluation of the Resident(s) at the end of each Rotation; and (ii) submitting it to the Program Director of the Sponsoring Institution’s Residency Program (“**Program**”). Other supervising teaching physicians, if any, should be consulted regarding the evaluation. The evaluation of Resident(s)’ performance should be based upon the written educational goals and objectives to be attained, reflected in Attachment A (“**Goals and Objectives**”), for the Rotation.

**2. Responsibilities of Sponsoring Institution**

- a. Sponsoring Institution will maintain ultimate responsibility for the Program, as described in the ACGME Institutional Requirements. Sponsoring Institution will employ the assigned Resident(s), and will continue Resident(s)’ salary and fringe benefits while they are assigned to Participating Institution. Sponsoring Institution will provide resources and assistance to Participating Institution and to Faculty required to meet the educational purposes of this Agreement.

**b. Sponsoring Institution Program Director Responsibilities**

Sponsoring Institution Residency Program Director, will retain ultimate responsibility for Residents' education during the Rotations, in accordance with ACGME Institutional and Common Program Requirements, and will be available to provide assistance and direction to the Faculty as needed. Prior to the start of each academic year (July 1 – June 30), or prior to the start of the initial Resident(s)' assignment, Sponsoring Institution Residency Program Director will provide the Participating Institution Department of Graduate Medical Education with a list of the Resident(s) who will be assigned to the Participating Institution and a copy of the Program's block rotation schedule for the current academic year showing the dates (blocks) Resident(s) will be assigned to the Participating Institution.

**3. Resident Responsibilities**

Resident(s) will work under the direction and supervision of Faculty to achieve the Goals and Objectives of the Rotation. Resident(s) will participate in direct patient care activities during their Rotation. Residents will strive to maintain the highest standards of professional conduct during their Rotation, and will abide by the policies and procedures of the Sponsoring Institution and Participating Institution.

**4. Duration of Resident Assignment:**

The Rotation will generally be four weeks unless otherwise specified. If required, Residents may return to their Sponsoring Institution for continuity clinic and conferences during the Rotation.

**5. Content of the Educational Experience:**

The Goals and Objectives of the Rotation will be provided by Sponsoring Institution Program Director, and will be distributed to the Faculty and Residents(s).

**6. Liability Insurance:**

a. Sponsoring Institution will provide professional liability insurance or self insurance with policy limits of \$1,000,000 for each claim and \$3,000,000 in the aggregate covering each Resident(s) while the Resident(s) is on the Rotation at Participating Institution and performing activities under the auspices of the training program. Sponsoring Institution will not be responsible for specific acts which Resident(s) are required to carry out at the direction of Participating Institution employees and which the Resident(s) carry out in conformity with that direction. If any of the coverage required is provided on a claims made basis, the Sponsoring Institution will provide tail coverage at the limits of liability described herein for such time as the applicable statute of limitations permits the filing for claims arising in connection with the Resident's or Faculty member's services at the Participating Institution.

b. Participating Institution will maintain either a program of self-insurance or maintain comprehensive general liability insurance programs, covering its own potential liability, at all times during the Program, with policy limits as set forth in the Agreement for Clinical Rotations between the parties. Participating Institution will provide, upon written request, evidence of whatever liability insurance or defined self-insurance programs that it may carry to fulfill the requirements hereinabove set forth. Each party will cooperate with and grant the other party written notice of claims received which arise in connection with the Program at Participating Institution involving residents of the Sponsoring Institution. This provision will survive termination of this Agreement.

**7. Term of the Agreement:**

The term of this Agreement is 2 years, to run concurrently with the Agreement for Clinical Rotations between the parties. This Agreement may be terminated by any party, for any reason, upon 30 days' written notice.

**8. Agreement Limited to Educational Purposes**

This Agreement is limited to educational purposes and objectives only and does not extend to any other clinical

activities (e.g. “moonlighting”) that Residents may be participating in with the Sponsoring Institution.

**Sponsoring Institution:**

Desert Regional Medical Center, Inc.,  
dba Desert Regional Medical Center

By: \_\_\_\_\_

Name: Michele Finney

Its: President and CEO

Signature Date: \_\_\_\_\_

**Participating Institution**

County of San Bernardino on behalf of Arrowhead  
Regional Medical Center

By: \_\_\_\_\_

Name: Curt Hagman

Its: Chairman, Board of Supervisors

Signature Date: \_\_\_\_\_

**Sponsoring Institution Training Program:**

By: \_\_\_\_\_

Name: Thomas J Clark DO

Its: Program Director

Signature Date: \_\_\_\_\_

**Participating Institution Training Program:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Participating Site Clinical Supervisor

Signature Date: \_\_\_\_\_

**Sponsoring Institution GME Office**

By: David Sperling, M.D.

Name: \_\_\_\_\_

Its: Designated Institutional Official

Signature Date: \_\_\_\_\_

**Participating Institution GME Office (if applicable)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its:

Signature Date: \_\_\_\_\_

**Attachment A****Residency Program  
Educational Goals and Objectives****Name of Rotation**

**Description of Rotation:** Psychiatry

**Patient Care**

**Goal:** Resident rotating on service obtain knowledge and understanding of ethical, legal, cultural aspects of psychiatric care.

**Objectives:**

1. Demonstrate an ability to obtain a thorough history and perform a competent psychiatric examination.
2. Formulate a reasonable psychiatric differential diagnosis.
3. Demonstrate an ability to accurately diagnose psychiatric disorders.
4. Demonstrate the ability to present psychiatric cases accurately and concisely.
5. Develop knowledge of the appropriate and safe prescription of psychiatric medications.

**Medical Knowledge**

**Goal:** Demonstrate knowledge of clinical and social-behavioral psychiatric science and apply this knowledge to to the care of patients with acute and chronic psychiatric conditions.

**Objectives:**

1. Make accurate clinical decisions about the diagnosis and treatment of common acute conditions
2. Relate relevant clinical data to diagnosis and treatment
3. Use accepted diagnostic and therapeutic strategies to address the episodic healthcare needs of selected patients

**Practice-Based Learning and Improvement****Goal:**

The Resident must demonstrate the ability to appraise and utilize the best scientific evidence in caring for patients in the outpatient setting and to continuously improve that care.

**Objectives:**

1. Use information technology to manage information, access on-line medical information, and support own education

**Systems Based Practice****Goal:**

The Resident must demonstrate an awareness of and respond to the larger context and system of healthcare in order to provide optimum care for their patients.

**Objectives:**

1. Have an awareness of cost-effective healthcare and resource allocation
2. Begin to develop an awareness of the types of medical practices and healthcare delivery systems

**Professionalism****Goal:**

The Resident must demonstrate a commitment to carrying out professional responsibilities, adherence to ethical principles and sensitivity to diversity in the care of patients.

**Objectives:**

1. Demonstrate accountability to patients, colleagues and staff and understand own limits
2. Exhibit professional manner and appearance

**Interpersonal and Communication Skills****Goal:**

The Resident must demonstrate the interpersonal and communication skills needed to effectively exchange information and team with the patient and their families.

**Objectives:**

1. Use effective listening and effectively communicate with patients and office staff
2. Conduct an interview that fosters a helpful doctor-patient relationship
3. Demonstrate care and respect to patients and families from diverse backgrounds

**Teaching Methods**

Teaching methods include direct patient care, patient rounds, role modeling, video recording of patient encounters and didactic and multidisciplinary conferences. Residents are assigned patients and given progressive responsibility based on their level of training and knowledge.

**Logistics**

A significant portion of the initial part of the Rotation will consist of orientation lectures and patient care experiences to help the Resident to be prepared to care for patients in the inpatient setting. The Resident is also required to attend a half day academic conference weekly.



**Location:**

**Primary:**

**Rotation Supervisor:**

**Typical hours:** primarily day shifts

**Assessment Method (Program Evaluation)**

Residents will complete an evaluation of the experience at the end of the Rotation.

**Assessment Method (Residents)**

Final evaluation of the Resident will be done by the Faculty. The form used is the rotation evaluation form in New Innovations. Residents receive ongoing feedback from the Faculty during the Rotation. Residents are asked to document any procedures as described in the Procedure Documentation Policy in the Residency Manual.

There are no formal examinations. In the event of a failing performance, an appropriate remediation program, including possible repetition of the Rotation, will be fashioned by the program director with input from the Faculty.

**Level of Supervision**

Residents are supervised by the Faculty on a direct supervision or indirect with direct supervision immediately available basis.

**Additional Responsibilities**

While on the Rotation, Residents will be assigned the following:

Reading assignments from journals and texts as well as other teaching modules as per the Psychiatry Program Director.