



Contract Number

SAP Number

ARROWHEAD REGIONAL MEDICAL CENTER

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Prime Healthcare Services – San Dimas, LLC DBA San Dimas Community Hospital
Contractor Representative	Hamed Shalika MD, FFAFP
Telephone Number	(951)497-8888
Contract Term	Five-Years from Date of Execution
Original Contract Amount	Non-Financial
Amendment Amount	
Total Contract Amount	
Cost Center	9182424200
Grant Number (if applicable)	

AFFILIATION AGREEMENT FOR RESIDENCY ROTATIONS

This affiliation agreement for residency rotations ("Agreement") is entered into by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("Medical Center", or "ARMC"), and Prime Healthcare Services – San Dimas, LLC DBA San Dimas Community Hospital ("Sending Hospital").

WITNESSETH:

WHEREAS, the parties each provide approved Graduate Medical Education ("GME") program for medical school graduates ("Residents") which require clinical experiences for Resident(s) in accordance with the Accreditation Council for Graduate Medical Education ("ACGME"), or an accrediting agency reasonably equivalent to the Joint Commission ("TJC");

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

WHEREAS, it is to the benefit of the parties that those in the GME Programs 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 Residents in their training, and the parties have agreed that Residents in the residency program at Sending Hospital should do clinical rotations at ARMC and its facilities; and

WHEREAS, ARMC has agreed to accept certain specified Residents of Sending Hospital for training in accordance with the terms and conditions of this Agreement; and

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

I. General Information

A. General Relationship

Based upon the terms and conditions set forth in this Agreement, ARMC shall make its facilities available to Residents from Sending Hospital for the purpose of receiving clinical teaching and supervision in the specific specialties agreed upon by the parties and for which the parties have entered into a Program Letter of Agreement ("PLA") as set forth in Attachment 1 to this Agreement. The number of Sending Hospital Residents, the duration of rotation, and schedule for the rotations at ARMC in the respective medical specialties shall be determined based on the pertinent PLAs and mutual agreement by the respective program directors for the relevant residency programs at Sending Hospital and ARMC. All actions taken as a result of this Agreement shall be in accordance with the Sending Hospital and ARMC rules and regulations that are in effect during the term of the Agreement.

B. 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 (TJC), state and federal law, and other applicable accrediting agencies.

The parties shall each assume sole responsibility for the accreditation of their respective GME program(s) they sponsor and for obtaining required approval, if any, in accordance with the standards prescribed by the ACGME or TJC. During the term of this Agreement, both parties agree to comply with all such applicable ACGME or TJC standards for residency training, the Program Letters of Agreement between the parties relating to the pertinent specialty, and to collaborate as may be required for accreditation purposes.

C. ACGME Affiliation Approval

The parties understand and agree that if this Agreement is not acceptable to and/or is found not to meet the standards prescribed by the ACGME at any time, now or in the future, this Agreement shall be immediately terminated upon written notice by one party to the other party.

D. 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) services hereunder as required by the laws and regulations of the United States, the State of California, San Bernardino County and all other applicable governmental agencies and accrediting bodies. Each party shall notify the other party immediately in writing of its inability to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement as determined solely by the party receiving such notice.

II. Training Issues and Duties

- A. Residency Specialties
Sending Hospital shall have knowledge of all residency programs at ARMC in which Residents from the Sending Hospital participate. The parties understand and agree that the decision to accept any particular Sending Hospital Resident for rotation at ARMC is at the sole discretion of ARMC.
- B. Research
Research at ARMC by Sending Hospital Residents may only be undertaken when approved by ARMC's administration, its Institutional Review Board, the Supervising Physicians, the patient and the patient's treating physician.
- C. Rotation Directors and Supervising Physicians
ARMC will designate qualified members of its medical staff to provide coordination and oversight of Sending Hospital Residents' educational activities and assignments while training at ARMC. Such persons shall be the Program Director or his or her designee of the pertinent medical specialty at ARMC.
- D. Patients
The parties agree that all patients of ARMC may be part of the clinical training program, if agreed to by the patient's treating physician and the patient. It is understood and agreed that it is the responsibility of ARMC and its medical staff members to assure consent has been obtained from each patient prior to allowing Sending Hospital Resident(s) to attend to any such patient as part of the training program.
- E. Confidentiality
The parties both agree to maintain confidentiality of patient records and information in accordance with all applicable state and federal laws, regulations, guidelines and directives relating to confidentiality of patient records and protected health information.
- F. Non-Discrimination
The parties agree to make no unlawful distinction among Resident(s) covered by this Agreement on the basis of race, color, sex, sexual orientation, creed, age, disability, religion, national origin, or any other legally protected status based on California and federal laws.
- G. Resident Decorum
ARMC shall notify the Sending Hospital Program Director of the pertinent residency program if any Sending Hospital Resident's conduct is found unacceptable to ARMC. Sending Hospital shall take appropriate action to correct the unacceptable conduct of the Resident(s). Sending Hospital shall advise Resident(s) of their responsibility to abide by ARMC's policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free Workplace Act. ARMC agrees to orient such Resident(s) to its policies and procedures for which they will be held accountable. ARMC agrees to provide Sending Hospital Resident(s) with its own Resident Information Handbook or equivalent, which includes general policies regarding graduate medical education training.
- H. Corrective Action/Grievance
Sending Hospital will adhere to its own policies concerning graduate medical education issues, including academic discipline, complaints and grievances from their Resident(s). An individual Resident's disciplinary problems relating to conduct at ARMC shall be evaluated jointly by ARMC and Sending Hospital in conference. Any corrective action shall be undertaken consistent with the policies of the Sending Hospital's residency program, but ARMC may immediately remove from its facilities and bar from returning any Resident who poses an immediate threat or danger to personnel or patients or to the quality of medical services at ARMC, based on the sole discretion of ARMC's Hospital Director.
- I. Health Verification

Sending Hospital shall assure that all Resident(s) assigned by them to ARMC have complied with all applicable health requirements, including having undergone a pre-placement physical and agrees to maintain all current health records for Residents. Sending Hospital agrees to assure that its Resident(s) have been trained in infection control procedures, maintain current Basic Life Support and Advanced Cardiac Life Support certificates, and are current with all required immunizations as required by ARMC policies at the time the Resident conducts his/her training at ARMC. Each Resident assigned to ARMC shall be required to provide to ARMC satisfactory evidence that each Resident is free from contagious disease and does not otherwise present a health hazard to ARMC patients, employees, volunteers or guests prior to his or her participation at ARMC. 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. Sending Hospital and/or the Resident shall be responsible for arranging and paying for the Resident's medical care and/or treatment, if necessary, including transportation in case of illness or injury while training at ARMC. In no event shall ARMC be financially liable or otherwise responsible for said medical care and treatment.

J. Background Verification

Prior to any Sending Hospital Resident starting a rotation at ARMC under this Agreement, Sending Hospital shall ensure that it has conducted a background check in accordance with applicable State caregiver background check law. The results of the background check must contain clearance for at least the past seven (7) years and must include at least the following:

- All names
- Criminal background check
- Social Security Number
- Sex Offender Database
- Office of Inspector General (OIG/GSA).

Sending Hospital Residents must not have any unacceptable hits as part of the background check. Unacceptable hits include any arrests or convictions for:

- Murder
- Sexual offenses/misconduct
- Physical abuse
- Misdemeanor or felony fraud
- Misdemeanor or felony theft
- Misdemeanor involving weapons/violence/cruelty
- Felony assault
- Felony involving weapons/violence
- Felony possession and furnishing (without rehabilitation certificate)
- Multiple charges – two or more of the same or different nature
- Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
- Recent DUI charge – those which have occurred within the last 24 months

K. Medical Licensure

All Resident(s) 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 Board of California. Sending Hospital shall assure appropriate compliance prior to the Resident(s) assignment to ARMC. Sending Hospital shall also ensure that Residents are not sanctioned on the Center for Medicare Services Fraud list.

L. Resident Duties

The duration of Sending Hospital Resident rotations and scope of activities of Residents at ARMC shall be jointly determined by ARMC and Sending Hospital consistent with the Program Letter of Agreement

set forth in Attachment 1 between the parties. The general duties of the Resident(s) shall include, but not be limited to, the following: histories and physical examinations, discharge summaries, consultations, care for inpatients and respective services, surgical and medical procedures and outpatient clinic service, under supervision by members of the medical staff as appropriate.

M. Medical Records

Medical records may be completed by the Resident(s) in compliance with the standard and restrictions imposed by the applicable regulatory agencies. The parties understand and agree, however, that the ultimate and final responsibility for medical records completion lies with ARMC's Medical Staff members and/or Supervising Physician, not the Sending Hospital Resident(s).

N. Responsibilities of Sending Hospital

In addition to those other responsibilities of Sending Hospital set forth in this Agreement, Sending Hospital shall be responsible for the following: (a) ensuring that the Program Director for the relevant specialty at Sending Hospital is available for consultation with ARMC, the Sending Hospital Resident(s), and supervising faculty for all purposes associated with the relevant medical specialty residency program; (b) retaining responsibility for the overall planning, administration and coordination of the residency programs at Sending Hospital; (c) requiring that all of its Residents who rotate through ARMC abide by the applicable policies, rules and regulations and bylaws of ARMC; (d) requiring each Sending Hospital Resident to carry an identification card issued by ARMC and to conspicuously display his/her name badge when engaging in rotation activities at ARMC; (e) assisting in the planning and implementation of the clinical education program relating to Sending Hospital Residents' training at ARMC; (f) operating the residency program in accordance with federal, state and local laws, rules and regulations; and (g) requiring 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.

Sending Hospital shall submit to ARMC the following information at least four (4) weeks prior to the scheduled rotations of Sending Hospital's Residents at ARMC:

- a. Name, address and telephone number of each participating Resident,
- b. The educational backgrounds of each participating Resident,
- c. Health care provider and/or health insurance information for each participating resident, and
- d. All other information about the Residents as requested by ARMC, to the extent not restricted by applicable law.

Sending Hospital shall ensure that its Residents who participate in rotations at ARMC are properly trained on compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and shall require all such Resident(s) to read HIPAA training materials provided by ARMC, and to sign any requested forms.

O. Responsibilities of ARMC

ARMC agrees to:

1. Assist in the planning and implementation of the clinical education program and to supervise and instruct the assigned Sending Hospital Resident(s) during their clinical rotations at ARMC;
2. Designate a qualified member of ARMC's medical staff as the Site Director who will be responsible for the educational and experiential supervision of the Resident(s) in the implementation of the clinical experience;
3. Permit assigned Resident(s) to use its patient care and patient service facilities for clinical education according to the mutually approved curricula;

4. Retain responsibility for nursing care and related duties when Resident(s) are providing care to any patient at ARMC, subject to the indemnification provision in this Agreement;
5. Permit the use of such supplies and equipment as are commonly available to physicians for patient care at ARMC;
6. Permit use of the following facilities and services by the Resident(s) at such times and to the degree considered reasonable by ARMC and to the extent not restricted by applicable law or ARMC policies:
 - a. Parking areas;
 - b. Locker storage and dressing facilities, and sleep rooms for overnight call duty, as available;
 - c. Access to sources of information for clinical education purposes:
 - i. charts, nursing station references, cardex files;
 - ii. procedure guides, policy manuals;
 - iii. medical dictionaries, pharmacology references and other reference suitable to the clinical area;
 - iv. required health information relating to ARMC patients
7. Retain the right to remove, suspend or refuse access to any Sending Hospital Resident(s) who, in ARMC's sole discretion, determines has failed to abide by ARMC's policy(ies) and procedure(s) and/or who do not meet ARMC's standards for safety, health, cooperation, or ethical behavior, and during any pending investigations of such conduct by ARMC.
8. Comply with federal, state and local laws and ordinances concerning the confidentiality of Resident(s) records;
9. Invite the participation of Resident(s) to such educational activities as conferences, rounds, and similar experiences including utilization review, quality assurance, evaluation and monitoring activities, as deemed appropriate by AMRC;
10. Require Resident(s) and instructors to participate, to the extent scheduled or otherwise requested and approved by ARMC, in activities and assignments that are of educational value and consistent with the requirements of the ACGME;
11. Require Resident(s) to participate in orientation programs provided by ARMC, including training for compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA);
12. Require Residents to cooperate in performance improvement and risk management activities designed to identify, evaluate and reduce risk of patient injury and enhance the quality of patient care;
13. Require Residents to cooperate in the preparation and maintenance of a complete medical record for each patient in whose care he/she participates in compliance with all state and federal laws and regulations, TJC and ACGME and ARMC's Bylaws, Rules and Regulations and policies, where applicable. The medical record for ARMC patients shall, at all times, remain the property of ARMC;
14. Retain ultimate professional and administrative accountability for all patient care for patients at ARMC;
15. Audit the duty hours of Residents assigned to it and will assure that these duty hours will not exceed the work hour restrictions imposed by the ACGME.

16. Take reasonable measures to provide the following to Sending Hospital Residents that train at ARMC under this Agreement:

- a. Orientation to and information about ARMC's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
- b. Instruction in ARMC's policies and procedures for infection control including the handling and disposal of needles and other sharp objects, and in protocols for injuries and incident reporting including those resulting from needle stick injuries and other exposures to blood or body fluids; and
- c. First aid and other emergency treatment available on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Resident in the event of a needle stick injury or other exposure of Resident to blood or body fluids. Except as herein provided, ARMC shall have no obligation to furnish medical or surgical care to Residents of Sending Hospital and all Resident health insurance shall be provided and paid for by Sending Hospital.

P. Direct Supervision

While obtaining training at ARMC, the clinical activities of Resident(s) shall be directly supervised by Medical Staff Member Physicians in good standing who shall be called "Supervising Physicians". A Supervising Physician shall be responsible for the overall direction and management of each Resident's performance while at ARMC.

Q. Evaluation of Resident(s)

ARMC agrees that its Supervising Physicians shall provide to the Sending Hospital Residency Program written reports which document and evaluate the participation of Sending Hospital's Residents in the rotation at ARMC in procedures and activities and the skills with which they were performed. ARMC shall be responsible to provide such evaluation forms to training program as reasonably requested by the Sending Hospital.

R. Medical Staff Membership

The presence of Resident(s) from Sending Hospital at ARMC is based solely upon their continued participation in Sending Hospital's Residency Training Program. As such, it is understood and agreed that Resident(s) assigned to ARMC shall not be granted medical staff membership or privileges at ARMC during their rotation as part of their educational requirement in the Residency Training Program.

S. ACGME HIPAA Business Associates Agreement

Each party affirms it has signed a Business Associates Agreement with ACGME where required.

III. Payment and Billing

Sending Hospital shall not bill ARMC or any private or public third party payer for services rendered by Residents while participating in rotations at ARMC. For purposes of billing to Medicare, ARMC shall retain the sole right to submit any claim for the participation of any Sending Hospital Resident while training at ARMC to the extent permitted by applicable law.

IV. Insurance

A. Without in anyway affecting the indemnity herein provided and in addition thereto, Sending Hospital shall secure and maintain throughout the term of this Agreement the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's

Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of Sending Hospital and all risks to such persons under this Agreement.

Sending Hospital agrees to maintain Worker's Compensation insurance as required under California State Law covering all persons providing services on behalf of Sending Hospital, including the Residents.

2. Comprehensive General Liability Insurance - Sending Hospital shall carry General Liability Insurance covering all operations performed by or on behalf of Sending Hospital and any conduct by the Residents, providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (a) Premises operations and mobile equipment
 - (b) Products and completed operations.
 - (c) Broad form property damage (including completed operations).
 - (d) Explosion, collapse and underground hazards
 - (e) Personal injury
 - (f) Contractual Liability
 - (g) \$2,000,000 general aggregate limit.
3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hire and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
4. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
5. Professional Liability – Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits, covering all Sending Hospital faculty and Sending Hospital Residents while participating in training at ARMC.

If any of the required insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

6. Abuse/Molestation Insurance – Sending Hospital shall have abuse or molestation insurance providing coverage for all employees, Instructors, faculty, and Residents for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- B. Additional Insured – All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured

coverage shall be at least as broad as Addition Insured (Form B) endorsement form ISO, CG 2010.11 85.

- C. Waiver of Subrogation Rights – Sending Hospital shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Sending Hospital and Sending Hospital's employees or agents from waiving the right of subrogation prior to a loss or claim. Sending Hospital hereby waives all rights of subrogation against the County.
- D. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- E. Severability of Interests – Sending Hospital agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Sending Hospital and the County or between the County and any other insured or additional insured under the policy.
- F. Proof of Coverage – Sending Hospital shall furnish Certificates of Insurance to ARMC evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Sending Hospital shall maintain such insurance from the time Sending Hospital commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Sending Hospital shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- G. Acceptability of Insurance Carrier – Unless otherwise approved by County Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- H. Deductibles and Self-insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to an approved by County Risk Management.
- I. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by Sending Hospital.
- J. Insurance Review – Insurance requirements are subject to periodic review by the County. The County Director of Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additionally types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Sending Hospital agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

V. Indemnification:

- A. Sending Hospital agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person (including specifically Sending Hospital Residents while training at ARMC), and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. Sending Hospital's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. This provision of the Agreement will survive expiration or termination of the Agreement, regardless of the cause of such termination.

VI. OSHA Regulation

Sending Hospital and ARMC certify awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement. Sending 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. Sending Hospital's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations. By sending a Sending Hospital Resident to ARMC for training under this Agreement, Sending Hospital certifies that the Resident has received the training required by the OSHA bloodborne pathogens standard.

VII. Status of Sending Hospital and the County:

The parties expressly understand and agree that:

- A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between Sending Hospital on the one hand and the County on the other hand, but rather is an agreement by and between independent contractors.
- B. Sending Hospital's instructors, program administrators and Residents will be present at ARMC's facilities under this Agreement only for education purposes, and such instructors, administrators and Residents are not to be considered employees or agents of ARMC or the County for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, workers' compensation insurance, or any other fringe benefits of employment.

VIII. Publicity

Neither Sending Hospital nor the County shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the other party or its facilities with respect to the Program without the prior written consent of the other party.

IX. Debarment and Suspension

Sending 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>). Sending 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. Sending Hospital 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, Sending Hospital represents and warrants that no proceedings or investigations are currently pending or to Sending Hospital's knowledge threatened by any federal or state agency seeking to exclude Sending Hospital from such programs or to sanction Sending Hospital for any violation of any rule or regulation of such programs.

X. Exclusion Lists Screening

Sending Hospital 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 ("OIG") 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, Sending Hospital shall immediately notify ARMC of the same. Additionally, Sending Hospital shall ensure that its Residents who will be training at ARMC under this Agreement are not on the OIG's List of Excluded Individuals.

XI. Exclusivity

This Agreement is nonexclusive and does not affect either party's ability to contract with other entities for the same type of services.

XII. Term and Termination

- A. This Agreement shall be effective for a term of five years from date of full execution, unless earlier terminated by the parties under the provisions of this Agreement.
- B. This Agreement may be terminated, with or without cause, by either party at any time after giving the other party thirty (30) days advance written notice of its intention to terminate. The ARMC Chief Executive Officer is authorized to initiate termination on behalf of the County.

- C. Any written notice given under this Agreement shall be delivered in-person or sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

County:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer

Prime West Consortium
1350 W. Covina Boulevard
San Dimas, CA 91773

Unless otherwise stated in this Agreement, notice is deemed effective two business days from the date of mailing.

XIII. Modification

No modification, amendment, supplement to, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

XIV. Assignment

Neither party hereto shall assign its rights or obligations in this Agreement without the express written consent of the other party.

XV. Rules of Construction

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Sending Hospital or the County. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XVI. Entire Agreement

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar nor shall any waiver constitute a continuing waiver.

XVII. Governing Law and Venue.

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. 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.

XVIII. Counterparts and Electronic 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.

XIX. Conflict of Interest

The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services or obligations required by this Agreement.

XX. Severability

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XXI. Authorization

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

XXII. Accreditation/License

Any action or failure to act on the part of Sending Hospital that result in the threatened loss of accreditation or licensure of ARMC will be considered a material breach of this Agreement, which permits the County to terminate this Agreement immediately, effective upon service of notice of termination.

XXIII. Standards and Regulatory Compliance

All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to the licensure and regulation of ARMC and to the operation of the Program shall be fully complied with by all parties hereto. The Parties shall at all times during the Term of the Agreement comply with and observe all applicable local, state and federal laws, rules and regulations that in any way apply to its business, and the Parties agree that they will not violate the Anti-Kickback Statute and the Stark Law.

XXIV. Force Majeure

In the event that any ARMC facility to which Sending Hospital Residents have been assigned shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the clinical facilities untenable in the sole opinion of ARMC, but not entirely or substantially destroyed, this Agreement shall be suspended until such time as ARMC determines that the premises or the clinical facilities shall again be tenantable. In the event that ARMC determines that the clinical facilities has been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either

party upon ten (10) days’ written notice to the other; or, in the alternative, the Agreement shall be suspended until such time as the County erects or otherwise acquire new facilities with accommodations substantially similar to those provided herein. Nothing in this Agreement shall obligate either party to erect or otherwise acquire such facilities.

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year signed by the parties below.

SAN BENARDINO COUNTY on behalf of
Arrowhead Regional Medical Center

►

Dawn Rowe, Chair, 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
San Bernardino County

By _____

Deputy

Prime Healthcare Services – San Dimas,
LLC DBA San Dimas Community Hospital

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

By ► _____

(Authorized signature - sign in blue ink)

Name Ameerah Shalikar, MD

(Print or type name of person signing contract)

Title Program Director

(Print or Type)

Dated: _____

Address _____

By ► _____

(Authorized signature - sign in blue ink)

Name Hamed Shalikar, MD

(Print or type name of person signing contract)

Title Designated Institutional Official

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Charles Phan, Supervising Deputy County Counsel		Andrew Goldfrach, ARMC Chief Executive Officer
Date _____	Date _____	Date _____

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 Affiliation Agreement for Residency Rotations between San Bernardino County on behalf of Arrowhead Regional Medical Center and Prime Healthcare Services – San Dimas, LLC DBA San Dimas Community Hospital, 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 ARMC's gross negligence or willful misconduct.

Dated this _____ day of _____, 20__.

Resident Name:

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__.

Resident Name:

Witness

ATTACHMENT 1
Program Letter of Agreement

Inpatient Pediatrics PGY-2 & PGY-3

This document serves as the required ACGME Program Letter of Agreement between San Bernardino County on behalf of Arrowhead Regional Medical Center (ARMC) and Prime Healthcare Services – San Dimas, LLC DBA San Dimas Community Hospital (SDCH).

This document serves as an agreement between SDCH as Sponsoring Institution for the Family Medicine Residency Program and ARMC as the participating site for residency education for the rotation of inpatient pediatrics at ARMC.

This Program Letter of Agreement (PLA) is contingent and effective upon full execution by the parties of the Affiliation Agreement for Residency Rotations (“Affiliation Agreement”) to which this PLA is attached and the term will run concurrently with the Affiliation Agreement. However, this PLA may be terminated by either party for any reason with 30 days advance written notice.

1. Person Responsible for Education and Supervision

- At SDCH (Sponsoring Site): Hamed Shalika, MD Program Director/DIO
- At ARMC (Participating Site): Webster Wong, MD

The abovementioned individuals are responsible for the education and supervision of the SDCH family medicine residents while on rotation at ARMC.

2. Content and Duration of the Education Experiences:

Duration: One block/month

Goals:

- Gain competence in the evaluation of pediatric patients in the inpatient setting.
- Become comfortable in conducting the initial interview with patient and parent(s), documenting a complete history and physical exam and assisting in the management of the acute illness.
- Achieve near mastery of the newborn exam and be able to identify any abnormalities it yields.

Objectives:

Patient Care

- Performance of the taking of a complete history from patient and/or parent (s), making sure to focus on any acute changes in feeding habits, weight, mentation, etc.
- Performance of a complete physical exam
- Interpretation of any ancillary studies (i.e. lab work, imaging)
- Presentation of the history and physical to the attending physician and coordination of a plan of care based on the findings.
- Proper education and counseling of the patient and family on the diagnosis, treatment and prognosis

- Consultation of subspecialists when deemed appropriate.
- Coordination of proper follow-up upon discharge

Medical Knowledge

- Demonstrate an increasing fund of knowledge of the identification and management of the following conditions/topics in pediatric patients:
 - Abdominal pain
 - Asthma
 - Dehydration
 - Failure to thrive
 - Fever of unknown source
 - Gastroenteritis
 - Hypoxia
 - Meningitis
 - Pneumonia
 - RSV
 - Sepsis
 - Urinary Tract Infections
- Demonstrate an ability to apply knowledge of the basic sciences to address specific needs of pediatric patients.

Practice Based Learning and Improvement

- Review of scientific evidence by both resident and attending in the context of the patients seen.
- Implementation of evidence-based medicine in the treatment of the patients.
- Use of information technology to research topics as directed by the attending physician
- Facilitate the education of medical students on the above topics.

Interpersonal and Communication Skills

- The resident will observe and be taught the appropriate way to obtain and document history from the patient and/or parent(s). The resident will also learn to properly write prescriptions and orders and educate patients and their families on diagnoses, treatment plans and appropriate prognoses.
- By the end of the rotation the resident should be able to perform the above skills independently as well as teach them to any other staff or residents present during the rotation

Professionalism

- The resident will demonstrate appropriate personal responsibility, promptness, dress and completion of assigned duties.
- The resident will be taught proper ethical and legal practices.
- The resident will show respect for patients' and parents' age, gender, ethnicity, religion, disability, sexual orientation and other cultural aspects.
- The resident is expected to treat, patients, families, and colleagues with respect, sympathy and understanding.

Systems Based Practice

- The resident will learn from the attending to be cognizant of the availability and cost effectiveness of diagnostic procedures and treatments
- The resident will be taught the roles of all members of the health care team, including the patient, patient's family, physician, social workers, subspecialists and behavioral and physical therapists.
- The resident will learn to serve as an advocate for children within the health care system.

Evaluation: Evaluation will be completed at the end of the rotation. The attending will complete a written evaluation of the resident and the resident will complete a written evaluation of the rotation and attending.

3. Policies and Procedures that Govern Resident Education

Residents rotating at ARMC will be under the general direction of ARMC's Graduate Medical Education Committee's and Program's Policy and Procedure Manual and the policies of SDCH.

4. **Call:** See monthly call schedule

Additional Information: The cell phone number for the attending has been provided. The resident is to call or text the attending each morning to see which patients should be seen in the hospital. After morning rounds the resident is to attend clinic with the attending. If there are any admissions between the end of morning rounds and the beginning of the afternoon clinic session, the resident is to see/round on those patients with the attending.

Schedule:

The resident will be in Continuity Clinic for one half-day a week.

	Monday	Tuesday	Wednesday	Thursday	Friday
AM Start time?	Arrowhead	Arrowhead	Arrowhead	Clinic	Arrowhead
PM End Time?	Arrowhead	Arrowhead	Arrowhead	Didactics	Arrowhead

Sponsoring Institution

Prime Healthcare Services – San Dimas,
LLC dba San Dimas Community Hospital

Participating Institution

San Bernardino County on behalf of
Arrowhead Regional Medical Center

Name: Ameerah Shalihar, MD

Date: _____

Title: Program Director

Name: Webster Wong, MD

Date: _____

Title: Program Director

Name: Hamed Shalihar, MD

Date: _____

Title: Designated Institutional Official

Name: Carol Lee, MD

Date: _____

Title: Designated Institutional Official