



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Loma Linda University Health</u>
Contractor Representative	<u>Virna Chan</u>
Telephone Number	<u>(909) 558-6777</u>
Contract Term	<u>July 1, 2025 through June 30, 2026</u>
Original Contract Amount	<u>NTE \$1,081,105</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>NTE \$1,081,105</u>
Cost Center	<u>8242</u>
Grant Number (if applicable)	<u>N/A</u>

AFFILIATION AGREEMENT FOR RESIDENCY AND FELLOWSHIP ROTATIONS

This Affiliation Agreement for Residency and Fellowship Rotations ("Agreement") is entered into by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center ("ARMC") and Loma Linda University Health for itself and its affiliates including: Loma Linda University Health Education Consortium, Loma Linda University Behavioral Medicine Center, Loma Linda Inland Empire Consortium for Healthcare Education, dba Loma Linda University Health Education Consortium (collectively, "LLUH").

WITNESSETH:

WHEREAS, ARMC and LLUH each operate their own respective Graduate Medical Education ("GME") programs for resident physicians and fellow physicians (collectively, "Residents") which require clinical experiences in various medical rotations in accordance with the requirements of the Accreditation Council for Graduate Medical Education ("ACGME");

WHEREAS, ARMC and LLUH each operate their own licensed healthcare facilities that provide medical care to their patients;

WHEREAS, the parties acknowledge a desire to contribute to the health-related education for the benefit of each party's respective Residents and to meet community needs;

WHEREAS, it is to the benefit of the parties that those in the GME Programs from ARMC and LLUH have the opportunity for clinical experience and training to enhance their capabilities as practitioners at the other party's healthcare facilities;

WHEREAS, the healthcare 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 or fellowship program at each party should have an opportunity to participate in clinical rotations at the other party's healthcare facilities; and

WHEREAS, ARMC and LLUH have agreed to accept certain specified Residents of the other party for rotations 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. Definitions

- A. Effective Date: Refers to July 1, 2025
- B. Sending Party: Refers to the party that is sending Residents to the facility of the other party for a rotation under this Agreement and the pertinent Program Letter of Agreement ("PLA").
- C. Receiving Party: Refers to the party that is receiving Residents from the other party for a rotation under this Agreement and the pertinent PLA.

II. General Requirements

A. General Relationship

Based upon the terms and conditions set forth in this Agreement, the parties shall make its facilities available to Residents from the other party's GME program for the purpose of participating in rotations and receiving clinical training and supervision in the specific specialties agreed upon by the parties and for which the parties have entered into a PLA. The number of Residents, the type of rotation, the type of Residents, the duration of rotation, and schedule for the rotations in the respective medical specialties shall be determined based on, as applicable, Exhibit A, the pertinent PLAs, and mutual agreement by the Sending Party's Program Director and Receiving Party's Site Director for the applicable specialty. All actions taken as a result of this Agreement shall be in accordance with each institution's 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, 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 (if any) and for obtaining required approval in accordance with the standards prescribed by the ACGME or TJC or other applicable accrediting body. During the term of this Agreement, both parties agree to comply with all such applicable accrediting body standards for residency/fellowship training, the PLAs between the parties relating to the pertinent specialty, and to collaborate as may be required for accreditation purposes to effectuate the intent of this Agreement.

All PLAs entered into between the parties during the term of this Agreement shall be subject to the terms and conditions of this Agreement. To the extent of any inconsistency or conflicts between the terms of any PLA and the terms of this Agreement, the terms of this Agreement shall control.

The Sending Party shall release to the Receiving Party for cost-reporting purposes the Resident FTEs for those Residents that Sending Party sends to Receiving Party for rotations during the period of the applicable rotations.

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 or the applicable accreditation body 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 applicable state and federal laws and regulations 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.

III. Training Issues and Duties

A. Specialties

The Sending Party shall have knowledge of all residency and fellowship programs at Receiving Party in which Residents from the Sending Party participate.

Each party understands and agrees that the decision to assign Residents to rotations at the other party's facility is at the sole discretion of the Sending Party's administration, Graduate Medical Education Committee and the individual Residency/Fellowship Program Director (hereinafter referred as a "Residency Program Director"). As such, each party understands and agrees that the Receiving Party is under no obligation to accept any Resident(s) for rotation at the Receiving Party's facilities except for the Residents in the specialties as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Research

Research shall only be undertaken at either Party when approved by that Party's Administration, the relevant Institutional Review Boards, the patient and the patient's treating physician.

C. Rotation Directors

The Receiving Party shall designate a Site Director for each rotation for which Sending Party's Residents will participate at Receiving Party's facilities. The Site Director for each rotation in conjunction with the Receiving Party's administration and pertinent Residency Program Director from the Sending Party shall determine the supervising physicians at the Receiving Party's facilities who shall supervise the Residents while participating in the rotation at the Receiving Party's facilities. The Residency Program Director of the pertinent specialty shall be available, at reasonable times, for consultation on any issues arising under this Agreement, including the evaluations of the Residents, to the Receiving Party's Site Director for the applicable rotation, the Receiving Party administration, and the supervising physicians at the Receiving Party.

The Site Director of the Receiving Party and the supervising physicians at the Receiving Party's facilities shall be available, at reasonable times, for consultation on any issues arising under this Agreement, including the evaluations of the Residents, to the Sending Party's administration and the Residency Program Director of the pertinent specialty.

D. Patients

The Parties agree that all patients on affiliated services may be part of the rotations, if agreed to by the patient's treating physician and the patient. It is understood and agreed that it is the responsibility of the Receiving Party and its respective medical staff members to assure consent, where required by law, has been obtained from each patient prior to allowing Residents from Receiving Party to attend to any patient as part of a rotation under this Agreement.

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

The Receiving Party shall notify both the Sending Party's GME administrator and Residency Program Director of the applicable specialty, if any Resident's conduct is found unacceptable to the Receiving Party. The Sending Party shall take appropriate action to correct the unacceptable conduct of the Resident. The Sending Party shall advise Residents of their responsibility to abide by the Receiving Party's policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free Workplace Act. The Receiving Party agrees to orient such Residents to its policies and procedures for which they will be held accountable. Each party agrees to provide the other with its own Resident Information Handbook or equivalent, which includes general policies regarding graduate medical education training.

H. Corrective Action/Grievance

The Sending Party will adhere to their own policies concerning graduate medical education issues, including academic discipline, Resident complaints and grievances for their Residents. The Receiving Party will not initiate corrective action or grievance.

Each party may unilaterally reject a given Resident's participation or continued participation in a rotation at their facility with appropriate notification under this Agreement.

I. Health Verification

The Sending Party shall assure that all Residents assigned to Receiving Party have complied with all applicable health requirements of the Receiving Party, including having undergone a pre-placement employment physical. Each party also agrees to maintain all current Resident health records for their Residents. Each party agrees to assure that their Resident have been trained in infection control procedures, maintain a current CPR certificate, and is current with required immunizations.

J. Medical Licensure

All Resident assigned to the Receiving Party by the Sending Party shall meet and comply with either the requirements regarding state medical licensure or the postgraduate training license requirements of the Medical Board of California, Osteopathic Board of California or Dental Board of California, as appropriate. Each party shall assure appropriate compliance prior to each Resident's assignment to the Receiving Party. The parties shall maintain such licensure in the Graduate Medical Education Office.

Each party shall also ensure that their Residents are not sanctioned on the CMS Fraud List.

K. Resident Duties

The Sending Party shall assign to the Receiving Party, when appropriate, Resident who are training in the specialty listed on **Exhibit "A"** for rotations as specified therein and the applicable PLAs. Such assignments shall customarily be for a minimum rotation of one month, except as otherwise specified in the applicable PLA. The general duties of the Residents shall include, but not be limited to, the following: histories and physical examinations, discharge summaries, consultations, care for inpatients and respective services, surgery and medical procedures and outpatient clinic service, as appropriate and in accordance with the applicable PLA. Where required by the ACGME, the goals and objective of each rotation shall be set forth in the pertinent PLA between the parties.

L. Medical Records

Medical records may be completed by the Residents of the Sending Party in compliance with regulatory agencies. The parties understand and agree, however, that the ultimate and final responsibility for medical record completion lies with the Receiving Party's medical staff members and/or supervising physician, and not the Residents participating in the rotation. Any medical records generated by any Resident participating in a rotation at the Receiving Party's facility shall remain the property of the Receiving Party.

M. Commitment of Training and Supervision

The parties shall endeavor to:

1. Assist in the planning and implementation of the clinical education program and to supervise and instruct the assigned Residents during their clinical experience at the receiving party;
2. Designate a member of the Receiving Party's Medical Staff who is in good standing as the Site Director who will be responsible for the educational and experiential supervision of the Sending Party's Resident(s) in the implementation of the clinical experience at the Receiving Party's facilities;
3. Permit assigned Residents 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 at their respective facilities when Residents are providing care to any patient;
5. Permit Sending Party's Residents the use of such supplies and equipment as are commonly available to physicians for patient care at Receiving Party's facilities;
6. Permit use of the following facilities and services by the Sending Party's Residents at such times and to the degree considered feasible by the parties:
 - 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 Receiving Hospital patients
7. Retain the right to remove, suspend or refuse access to any of its areas to Sending Party's Residents who fail to abide by the Receiving Party's policy(ies) and procedure(s) and/or who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Receiving Party in consultation with the Sending Party's GME administration and the Residency Program Director. It is understood and agreed that the Residents participation in clinical experiences at the Receiving Party shall not entitle the Residents to any hearing or appeal process at the Receiving Party regarding the contents of this provision.
8. Comply with federal, state and local laws and ordinances concerning the confidentiality of Resident records as apprised by the each party; and;
9. Invite the participation of Sending Party's Residents to such educational activities as conferences, rounds, and similar experiences including utilization review, quality assurance and evaluation and monitoring activities, as appropriate, at Receiving Party's facilities.

10. Require Resident(s) and instructors to participate, to the extent scheduled or otherwise requested and approved by Receiving Party, 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 each institution, including training for compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA);
12. Require Resident(s) 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 Resident(s) 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 the Receiving Party's Bylaws, Rules and Regulations and policies, where applicable;
14. Retain ultimate professional and administrative accountability for all patient care for patients at each party's respective facilities;
15. Audit the duty hours of Resident(s) assigned to it and will assure that these duty hours will not exceed the work hour restrictions imposed by any applicable accreditation agency, including the the ACGME.
16. Sending Party shall provide Receiving Party with a block schedule prior to the start of each academic year and needed rotational information, such as but not limited to, resident and fellow work schedules, on-call schedules, and other needed information deemed by the Receiving Party for each specific rotator at least 30 days prior to the start of a rotation ensure timely onboarding of the rotator can occur.
17. Take reasonable measures to provide the following to Residents that train at each institution under this Agreement:
 - a. Orientation to and information about each institution's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
 - b. Instruction in each institution'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. Unless otherwise provided by law, Residents are responsible for the costs of obtaining such care.

N. Direct Supervision

While obtaining training at the Receiving Party, the clinical activities of Residents shall be appropriately supervised at all times by the Receiving Party's Medical Staff Member Physicians in good standing who shall be called the "Supervising Physician". The Supervising Physician shall be responsible for the overall direction and management of the Residents' performance while at the Receiving Party.

O. Evaluation of Resident(s)

The Supervising Physicians at the Receiving Party shall provide to the Sending Party's Residency Program Director with written reports which document and evaluate both the participation of the Residents in procedures and activities and the skills with which they were performed. The Sending

Party shall provide appropriate evaluation forms to the Supervising Physicians and arrange the return of the forms. Various personnel at the Receiving Party may also be asked to evaluate the Residents, as appropriate. The Receiving Party shall be responsible to provide such evaluation forms to training program once every month or other timeframe as reasonably requested by the Sending Party.

P. Medical Staff Membership

The presence of Sending Party's Resident at the Receiving Party's facilities pursuant to this Agreement is based solely upon their continued participation in the Sending Party's Residency/Fellowship Training Program ("Training Program"). As such, it is understood and agreed that Residents assigned to the Receiving Party shall not be granted Medical Staff membership or privileges at the Receiving Party during their rotation as part of their educational requirement in the Sending Party's Training Program.

Q. Moonlighting

Should the Receiving Party and the Resident mutually agree to the Sending Party's Resident participating in employment at the Receiving Party that is apart from the educational activity covered by this agreement (i.e. "moonlighting"), the Receiving Party agrees to provide the Sending Party's Residency Program Director a monthly enumeration of all hours worked performing such duty and furthermore agrees that such duties will not cause the Resident to violate ACGME Duty Hours restrictions.

R. Duty Hour Auditing

The Receiving Party agrees to audit the duty hours of Residents assigned to it and will assure that these duty hours will not exceed the Duty Hour restrictions imposed by ACGME.

R. ACGME HIPAA Business Associates Agreement

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

IV. Payment and Billing

The Sending Party shall make all assignments of its Residents to the Receiving Party for training subject to review by the Receiving Party's Site Director. All Residents assigned by the Sending Party to the Receiving Party shall be selected by the Sending Party's Residency Program Director, or designee. Residents assigned by the Sending Party to Receiving Party will remain employees of the Sending Party and will continue to receive salary and benefits, including Workers' Compensation coverage, as employees of the Sending Party. The Receiving Party is responsible for reimbursement of Sending Party for such Resident salary and benefits as set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. The rates set forth on **Exhibit "B"** may be updated by the parties at the beginning of each academic year upon written notice to the Graduate Medical Education office of the other party, which may be sent by email. The Receiving Party shall reimburse the Sending Party within 60 days of receipt of invoice.

V. Insurance

A. Without in anyway affecting the indemnity herein provided and in addition thereto, each party hereto shall secure and maintain throughout the term of this Agreement the following types of insurance or program of self-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 the party and all risks to such persons under this Agreement. Each party's workers' compensation/employer liability policy shall provide coverage to each party's own Residents and shall not extend to cover the other party's Residents.

2. Comprehensive General Liability Insurance - General Liability Insurance covering all operations performed by or on behalf of each party, 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. Each Receiving Party’s policy shall cover the Sending Party’s Residents while such residents are participating in a rotation under this Agreement at the Receiving Party’s facility(ies) and supervised by the Receiving Party’s medical staff member physicians.

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 effective date of the Agreement. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after the termination or expiration of the Agreement.

6. Abuse/Molestation Insurance – Each party 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. Proof of Coverage – Upon request by a party, the other party shall furnish Certificates of Insurance or documentation of self-insurance to the requesting party evidencing the insurance coverage as required under this Agreement.

VI. Indemnification:

- A. County agrees to indemnify, defend, and hold harmless LLUH, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the negligence or willful misconduct of ARMC. County also agrees to indemnify, defend, and hold harmless LLUH, its authorized officers, medical staff members, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the professional negligence of LLUH Residents while participating in rotations under this Agreement at ARMC.

- B. LLUH agrees to indemnify, defend, and hold harmless County (including ARMC), its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the negligence or willful misconduct of LLUH. LLUH also agrees to indemnify, defend, and hold harmless County, its authorized officers, medical staff members, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement caused by the professional negligence of ARMC Residents while participating in rotations under this Agreement at LLUH.
- C. The indemnification obligations under this Agreement will survive expiration or termination (each a "Termination") of the Agreement, regardless of the cause of such Termination.

VII. OSHA Regulation

The parties 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. Each party shall be responsible for compliance 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.

VIII. Status of the Parties

It is understood that the parties in this Agreement are independent contractors and that no relationship of employer-employee exists between the parties hereto. The parties further expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, partnership, joint venture, or association between the parties.

IX. Publicity

Neither party 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 this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement and notices of this Agreement may be made public as required by applicable laws.

X. Debarment and Suspension

Each party certifies that neither it nor any of their 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>). Each party represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, each party represents and warrants that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.

XI. Exclusion Lists Screening

Each party 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, the party who determined the existence of the Ineligible Person shall immediately notify the other party of the same.

XII. Exclusivity

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

XIII. Term and Termination

- A. This Agreement shall be effective on July 1, 2025 ("Effective Date") and shall remain in effect for a term of one year, 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 terminate this Agreement on behalf of the County.
- C. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

ARROWHEAD REGIONAL MEDICAL CENTER

400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer

LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM

11234 Anderson Street,
University Arts #202
Loma Linda, California 92354

Unless otherwise stated in this Agreement, notice is deemed effective two Business Days from the date of mailing. "Business Days" refers to weekdays, excluding County observed holidays.

XIV. 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.

XV. Assignment

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

XVI. 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 party. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. Authorization

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

XXIII. Accreditation/License

Any action or failure to act on the part of either party that result in the threatened loss of accreditation or licensure of the other party ("Non-Fault Party") will be considered a material breach of this Agreement, which permits the Non-Fault Party to terminate this Agreement immediately, effective upon service of notice of termination.

XXIV. 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.

XXV. Third Party Beneficiaries

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

XXVI. Access to Records

In compliance with Section 1861(v)(1)(I) of the Social Security Act, if this Agreement involves the expenditure of \$10,000 or more in federal funds, the parties agree to make available, upon request, to the Secretary of Health and Human Services (HHS), the Comptroller General, or their representatives, all records related to this Agreement for a period of four (4) years following the final payment. This obligation applies to any subcontractor under this Agreement. All access will comply with applicable confidentiality laws, including HIPAA.

XXVII. Program Letter of Agreement

Where required by the ACGME or the applicable accrediting body, prior to the Sending Party assigning Residents to Receiving Party for a rotation under this Agreement, the parties shall enter into a PLA in the format specified by the ACGME for the specific rotation. All PLAs executed during the term of this Agreement shall be subject to the terms and conditions of this Agreement. All PLAs to this Agreement must be executed by the relevant specialty program director and the Designated Institutional Official of ARMC.

[SIGNATURE PAGE FOLLOWS]

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

SAN BERNARDINO 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

LOMA LINDA UNIVERSITY HEALTH for itself and
its affiliates including Loma Linda University Health
Education Consortium, Loma Linda University
Behavioral Medicine Center, Loma Linda Inland
Empire Consortium for Healthcare Education, dba
Loma Linda University Health Education
Consortium

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

By ►

(Authorized signature - sign in blue ink)

Daniel W. Giang, MD

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

President, Loma Linda University Health
Education Consortium
Title Designated Institutional Official

(Print or Type)

Dated: _____
24887 Taylor Street, 2nd Floor, Suite
Address 202

Loma Linda, CA 92354

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”
RESIDENT ASSIGNMENT

LLUH

LLUH may assign either a California Licensed Resident physician or a Resident who has met the postgraduate training requirements of the Medical Board of California or Osteopathic Medical Board to ARMC as specified on this Exhibit for purposes of a rotation. LLUH and its respective Residency Program Director agree to send a maximum number of Residents to ARMC at any given time for the rotations as indicated below as of the Effective Date:

Type of Resident	Type of Rotation	Maximum Number at Any Given Time
Oral Maxillofacial Surgery	Oral Maxillofacial Surgery	2
Ophthalmology	Ophthalmology	1
Orthopedic Surgery	Orthopedic Surgery	1
General Surgery	Burn	4
Urology	Urology	2

Upon mutual agreement of the parties, without an amendment to this Agreement, LLUH may assign other types of Residents for rotations to ARMC, subject to the terms and conditions of this Agreement, after full execution of any ACGME required PLA for the rotation. Any such PLAs must be executed by the LLUH Residency Program Director, ARMC Site Director, and the ARMC Designated Institutional Official.

ARMC

ARMC may assign either a California Licensed Resident physician or a Resident who has met the postgraduate training requirements of the Medical Board of California or Osteopathic Medical Board to LLUH as specified on this Exhibit for purposes of a rotation. ARMC and its respective Residency Program Director agree to send a maximum number of Residents to LLUH at any given time for the rotation as indicated below as of the Effective Date:

Type of Resident	Type of Rotation	Maximum Number at Any Given Time
Anesthesiology	Anesthesia	1
General Surgery	Cardiothoracic Surgery	1
General Surgery	Transplant Surgery	1
General Surgery	Pediatrics	1
General Surgery	Urology	1
Emergency Medicine	Pediatric Emergency	2
Emergency Medicine	Pediatric Intensive Care Unit	2
Family Medicine	Pediatrics	1

Upon mutual agreement of the parties, without an amendment to this Agreement, ARMC may assign other types of Residents for rotations to LLUH, subject to the terms and conditions of this Agreement, after full execution of any ACGME required PLA for the rotation. Any such PLAs must be executed by the ARMC Residency Program Director, LLUH Site Director, and the ARMC Designated Institutional Official.

EXHIBIT "B"

COMPENSATION RATES AND TERMS

REIMBURSEMENT OF LLUH

For each Resident that LLUH assigns to ARMC for a rotation under this Agreement, the County shall reimburse LLUH for the salary and benefits of such Residents in accordance with this Exhibit B and the monthly rates set forth on the Rate Table on Table B-1 below. LLUH shall invoice ARMC for such Residents monthly. The total amount to be invoiced each month is based on the monthly rate below and the number and PGY level of LLUH Residents that are assigned to participate in rotations at ARMC during that month. The monthly invoice shall include a report that sets forth, at a minimum, the following information: Resident Full Name, Residency Program Name and Year of Enrollment, Post-Graduate Year ("PGY") Level, Name of Rotation, Monthly Rate for that Resident, and Dates of Rotation for each Resident for whom LLUH seeks reimbursement in the invoice.

ARMC shall pay any undisputed portions of the invoices within 60 days of receipt.

The rates on Table B-1 reflect the rates for academic year 2025-26. The rates may be adjusted at the beginning of each subsequent academic year at the discretion of LLUH. Notice of such adjustment must be provided in writing by email to the ARMC Office of Graduate Medical Education.

Table B-1

LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM
RESIDENT PAY AND ALLOWANCE STRUCTURE
EFFECTIVE JULY 1, 2025 - Final

	PGY-1	PGY-2	PGY-3	PGY-4	PGY-5	PGY-6	PGY-7	PGY-8	Chief Resident
BASE SALARY	\$ 74,880.00	\$ 76,481.60	\$ 78,582.40	\$ 80,704.00	\$ 82,846.40	\$ 84,947.20	\$ 90,209.60	\$ 90,209.60	\$ 145,000.00
TOTAL SALARY	\$ 74,880.00	\$ 76,481.60	\$ 78,582.40	\$ 80,704.00	\$ 82,846.40	\$ 84,947.20	\$ 90,209.60	\$ 90,209.60	\$ 145,000.00
BENEFITS:									
FICA (7.65%)	\$ 5,728.32	\$ 5,850.84	\$ 6,011.56	\$ 6,173.86	\$ 6,337.75	\$ 6,498.46	\$ 6,901.03	\$ 6,901.03	\$ 11,092.50
WORKERS COMP	\$ 376.00	\$ 376.00	\$ 376.00	\$ 376.00	\$ 376.00	\$ 376.00	\$ 376.00	\$ 376.00	\$ 376.00
UNEMPLOYMENT (0.1%)	\$ 74.88	\$ 76.48	\$ 78.58	\$ 80.70	\$ 82.85	\$ 84.95	\$ 90.21	\$ 90.21	\$ 145.00
LIFE INSURANCE	\$ 430.00	\$ 430.00	\$ 430.00	\$ 430.00	\$ 430.00	\$ 430.00	\$ 430.00	\$ 430.00	\$ 430.00
HEALTH/DENTAL COVERAGE	\$ 11,825.58	\$11,825.58	\$ 11,825.58	\$11,825.58	\$ 11,825.58	\$11,825.58	\$ 11,825.58	\$11,825.58	\$ 11,825.58
DISABILITY COVERAGE	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00
COMMUNICATION DEVICE	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
CPR-BASIC/ADVANCED	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
ACGME ACCREDITATION FEE	\$ 436.54	\$ 436.54	\$ 436.54	\$ 436.54	\$ 436.54	\$ 436.54	\$ 436.54	\$ 436.54	\$ 436.54
RETIREMENT PLAN (5%)	\$ 3,744.00	\$ 3,824.08	\$ 3,929.12	\$ 4,035.20	\$ 4,142.32	\$ 4,247.36	\$ 4,510.48	\$ 4,510.48	\$ 7,250.00
CHRISTMAS	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
EDUCATIONAL FUND	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
TOTAL BENEFITS	\$ 24,255.32	\$ 24,459.53	\$ 24,727.38	\$ 24,997.88	\$ 25,271.04	\$ 25,538.89	\$ 26,209.85	\$ 26,209.85	\$ 33,195.62
SALARY & BENEFITS TOTAL	\$ 99,135.32	\$ 100,941.13	\$ 103,309.78	\$ 105,701.88	\$ 108,117.44	\$ 110,486.09	\$ 116,419.45	\$ 116,419.45	\$ 178,195.62
Program Administrative Costs									
Professional Liability Coverage									
Overhead Costs									
GRAND TOTAL	\$ 99,135.32	\$ 100,941.13	\$ 103,309.78	\$ 105,701.88	\$ 108,117.44	\$ 110,486.09	\$ 116,419.45	\$ 116,419.45	\$ 178,195.62
BILLING RATES:									
MONTHLY RATE (12mos/yr)	\$ 8,261.28	\$ 8,411.76	\$ 8,609.15	\$ 8,808.49	\$ 9,009.79	\$ 9,207.17	\$ 9,701.62	\$ 9,701.62	\$ 14,849.64
DAILY RATE (365 days/yr)	\$ 271.60	\$ 276.55	\$ 283.04	\$ 289.59	\$ 296.21	\$ 302.70	\$ 318.96	\$ 318.96	\$ 488.21
DAILY RATE (260 days/yr)	\$ 381.29	\$ 388.24	\$ 397.35	\$ 408.55	\$ 415.84	\$ 424.95	\$ 447.77	\$ 447.77	\$ 685.37
HOURLY RATE (2080 hrs/yr)	\$ 47.66	\$ 48.53	\$ 49.67	\$ 50.82	\$ 51.98	\$ 53.12	\$ 55.97	\$ 55.97	\$ 85.67

REIMBURSEMENT OF ARMC

For each Resident that ARMC assigns to LLUH for a rotation under this Agreement, LLUH shall reimburse ARMC for the salary and benefits of such Residents in accordance with this Exhibit B and the monthly rate on the Rate Table on Table B-2 below. ARMC shall invoice LLUH for such Residents monthly. The total amount to be invoiced each month is based on the monthly rate below and the number and PGY level of ARMC Residents that are assigned to participate in rotations at LLUH during that month. The monthly invoice shall include a report that set forth, at a minimum, the following information: Resident Full Name, Residency Program Name and Year of Enrollment, PGY Level, Name of Rotation, Monthly Rate for that Resident, and Dates of Rotation for each Resident for whom ARMC seeks reimbursement in the invoice.

LLUH shall pay any undisputed portions of the invoices within 60 days of receipt.

The rates on Table B-2 reflect the rates for academic year 2025-26. The rates may be adjusted at the beginning of each subsequent academic year at the discretion of ARMC. Notice of such adjustment must be provided in writing by email to the LLUH Office of Graduate Medical Education.

Table B-2

	PGY-1	PGY-2	PGY-3	PGY-4	PGY-5
SALARY	\$75,444	\$78,825	\$82,110	\$85,564	\$90,081
FICA (7.65%)	\$0	\$0	\$0	\$0	\$0
UNEMPLOYMENT	\$114	\$118	\$123	\$129	\$136
LIFE INSURANCE	\$39	\$39	\$39	\$39	\$39
HEALTH/DENTAL COVERAGE	\$20,354	\$21,374	\$22,336	\$23,457	\$24,786
WORKERS COMP	\$1,241	\$1,241	\$1,241	\$1,241	\$1,241
CPR-BASIC/ADVANCED	\$500	\$500	\$500	\$500	\$500
ACGME ACCREDITATION FEE	\$370	\$370	\$370	\$370	\$370
LLUMC ADM FEE (2%)	\$1,509	\$1,577	\$1,642	\$1,711	\$1,802
TOTAL (YEARLY RATE)	\$99,571	\$104,043	\$108,361	\$113,012	\$118,955
MONTHLY RATE	\$8,298	\$8,670	\$9,030	\$9,418	\$9,913
DAILY RATE	\$273	\$285	\$297	\$310	\$326