

**RESIDENCY/FELLOWSHIP TRAINING AFFILIATION AGREEMENT**

**BETWEEN**

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH**

**AND**

**LOMA LINDA-INLAND EMPIRE CONSORTIUM FOR HEALTHCARE EDUCATION**

This Resident/Fellowship Training Affiliation Agreement ("Agreement"), made and entered into July 1, 2026 by and between the SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH (hereinafter referred to as "AFFILIATE") and LOMA LINDA-INLAND EMPIRE CONSORTIUM FOR HEALTHCARE EDUCATION, a California not for profit religious corporation, (hereinafter referred to as "LLIECHE"), collectively referred to as "the Parties."

**RECITALS**

WHEREAS, LLIECHE provides approved residency/fellowship training programs which require sponsors and clinical experiences for Resident(s) and Fellow(s) in accordance with the Accreditation Council for Graduate Medical Education ("ACGME");

WHEREAS, LLIECHE's Board of Trustees, administration and Medical Staff are committed to graduate medical education of the highest quality, compliant with the applicable requirements of the Accreditation Council for Graduate Medical Education.

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

WHEREAS, it is to the benefit of both LLIECHE and the AFFILIATE that those in the Residency/Fellowship Training Programs have opportunities for clinical experiences to enhance their capabilities as practitioners;

WHEREAS, it is the desire of LLIECHE and AFFILIATE to provide a Residency/Fellowship Training Program ("Program") at AFFILIATE's site as more specifically set forth in Article II, section 2.1 herein.

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

**ARTICLE I. DEFINITIONS**

1. **Health Insurance Portability and Accountability Act (HIPAA):** A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.

2. **Personally Identifiable Information (PII):** PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver's license, photo identification, other identifying number (case number, client index number, SIMON number/medical record number, etc.).
3. **Protected Health Information (PHI):** PHI is individually identifiable health information held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.

## **ARTICLE II. GENERAL RELATIONSHIP AND TERM OF AGREEMENT**

2.1 General Relationship. With this Affiliation Agreement, the AFFILIATE shall make its facilities available to LLIECHE for the purpose of initiating and conducting clinical teaching and supervision as LLIECHE and AFFILIATE jointly approve. All actions taken as a result of this Agreement shall be in accordance with LLIECHE and AFFILIATE rules and regulations that are in effect from time to time.

2.2 Independent Contractor. It is understood and agreed that LLIECHE in this endeavor is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

If for any reason LLIECHE is determined not to be an independent contractor to AFFILIATE carrying out the terms of this Agreement, LLIECHE agrees to indemnify AFFILIATE for any and all federal/state withholding payments which AFFILIATE may be required to pay by the federal or state government on behalf of LLIECHE Resident(s) and Fellow(s). AFFILIATE agrees to allow LLIECHE to participate in the review of such independent contractor determination. If such status is deemed to be non-defensible by LLIECHE, LLIECHE shall pay such indemnification in full to AFFILIATE upon ninety (90) days written notice to LLIECHE of a federal and/or state determination that such payment is required of AFFILIATE provided a copy of such determination(s) is attached to the notice.

2.3 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 or applicable accreditation body. LLIECHE shall assume sole responsibility for the accreditation of the Program and for obtaining required approval, if any, in accordance with the standards prescribed by ACGME. During the term of this Agreement, AFFILIATE agrees to comply with all

such ACGME standards for residency training. LLIECHE shall be responsible for assigning Resident(s) and Fellow(s) to specific Services at AFFILIATE who are qualified to undertake the professional activities which are expected of them during the assignment.

2.4 Ineligible Persons. LLIECHE shall confirm the identity of its providers, employees, DBH-funded network providers, LLIECHE and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436 and will comply with Attachment I - Attestation Regarding Ineligible/excluded Persons. In addition to any background check or Department of Justice clearance, LLIECHE shall review and verify the following databases:

- A. Social Security Administration's Death Master File to ensure new and current providers are not listed. LLIECHE shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).
- B. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a NPI number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.
- C. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs.

2.5 ACGME Affiliation Approval. The Parties understand and agree that if this Affiliation for residency/fellowship training at AFFILIATE 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 without the requisite notice as prescribed in Section 2.7 of this Agreement.

- A. Program Letter of Agreement: Recognizing that the nature of the clinical experience may vary, it is agreed by AFFILIATE and LLIECHE that upon execution of this Agreement, the parties will separately enter into any Program Letters of Agreement ("PLA") as required by the ACGME for all residency and fellowship rotations subject to this Agreement to formalize operational details of the rotations at AFFILIATE's facility(ies). All PLAs entered into by and between the AFFILIATE and LLIECHE during the term of this Agreement shall be subject to the terms and conditions of this

Agreement. To the extent of any conflict between the terms of any PLA and the terms of this Agreement, the terms of this Agreement shall control. All PLAs must be executed by the LLIECHE Program Director of the relevancy residency/fellowship program and the AFFILIATE Site Director, as required by the ACGME.

- 2.6 Licenses. AFFILIATE shall, through the term of this Agreement, maintain any license(s), or verify the maintenance of such license(s) necessary for the provision of the Resident(s) and Fellow(s) services hereunder as required by the laws and regulations of the United States, the State of California, County (or state) where AFFILIATE is located, and all other governmental agencies. AFFILIATE shall notify LLIECHE 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 LLIECHE without the requisite notice as prescribed in Section 2.7 of this Agreement.
- 2.7 Term of Agreement. The term of this Agreement shall begin July 1, 2026 ("Effective Date") and expires June 30, 2031.

Other than as stated in Sections 2.5 and 2.6 herein, if either Party wishes to terminate this Agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other Party, provided that any such termination by the AFFILIATE shall not be effective as to any Resident(s) or Fellow(s) who were participating in the Program at the date of mailing such notice and provided such Resident(s) or Fellow(s) will complete the Program at LLIECHE within one hundred twenty (120) days following the expiration of the written notice. The Director of AFFILIATE is authorized to exercise its termination rights hereunder.

### **ARTICLE III. TRAINING ISSUES AND DUTIES**

- 3.1 Residency/Fellowship Specialties Involved. LLIECHE shall have knowledge of all Programs at AFFILIATE in which LLIECHE Resident(s) and/or Fellow(s) participate. All Exhibits relating to Residency/Fellowship Training Programs at AFFILIATE shall conform to the terms of this Agreement and shall in no way contradict any of the provisions of this Agreement. AFFILIATE understands and agrees that the decision to assign Resident(s) and/or Fellow(s) to AFFILIATE is at the sole discretion of LLIECHE Chief Executive Officer, the Chairperson of the Graduate Medical Education Committee ("GMEC") at LLIECHE, the appropriate Departmental Chairperson, and the individual Specialty LLIECHE Residency/Fellowship Program Director. As such, AFFILIATE understands and agrees that LLIECHE is under no obligation whatsoever to provide Resident(s) and/or Fellow(s) in training to AFFILIATE other than the Resident(s) and/or Fellow(s) of the Service(s) listed in Exhibit "A" attached hereto and incorporated herein by reference.
- 3.2 Research. Research that is sponsored by LLIECHE shall not be undertaken at AFFILIATE unless such research is jointly approved by the AFFILIATE Director, Chief of Staff of AFFILIATE, and by LLIECHE Chief Executive Officer, the

Chairperson of the GMEC at LLIECHE, the appropriate LLIECHE Departmental Chairperson, the individual Specialty LLIECHE Residency/Fellowship Program Director, and the patient and the patient's treating physician.

- 3.3 AFFILIATE Program Director(s). LLIECHE Chief Executive Officer, the Chairperson of the GMEC at LLIECHE, and the individual Specialty Residency/Fellowship Program Director(s), in collaboration with the Director of Residency/Fellowship Training Program at AFFILIATE, will appoint AFFILIATE Supervising Physicians for all training at AFFILIATE. Both the Chairperson of the GMEC and the individual Specialty LLIECHE Residency/Fellowship Program Director(s) shall be available, at reasonable times, to AFFILIATE administration and to the AFFILIATE Supervising Physicians in order to address questions which may arise with respect to the evaluation and supervision of the Residents' and/or Fellows' performance.
- 3.4 Patients. AFFILIATE and LLIECHE agree that all patients on affiliated Services may be part of the clinical Program, if agreed to by the patient's treating physician at AFFILIATE and the patient. It is understood and agreed that it is the responsibility of AFFILIATE and AFFILIATE's Medical Staff member physicians to assure consent has been obtained from each patient prior to allowing Resident(s) and/or Fellow(s) in the Program to attend to any patient. Such consent must be documented in the patient's medical record.
- 3.5 Confidentiality. LLIECHE and AFFILIATE both agree to maintain confidentiality of patient records and information in accordance with all state and federal laws, regulations, guidelines and directives relating to confidentiality of patient records. LLIECHE agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2.
  - A. LLIECHE shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance. LLIECHE shall have all employees sign acknowledgement of the Oath prior to accessing PHI and on an annual basis.
  - B. LLIECHE shall not use or disclose PHI other than as permitted or required by law.
  - C. Privacy and Security
    1. All parties shall adhere to any County applicable privacy-related policies pertaining to PII. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of client PHI and strictly maintain the confidentiality of behavioral health records, and LLIECHE shall assist DBH in upholding said confidentiality by applying safeguards as discussed

herein. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) PHI or electronic Protected Health Information (ePHI).

2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, all parties shall adhere to the protection of information PII and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining eligibility that can be used alone in conjunction with any other information to identify an individual.

3. Reporting Improper Access, Use, or Disclosure of Unsecure PHI and PII

Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, LLIECHE agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. LLIECHE shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.

4. All parties shall ensure any DBH client PHI that is stored on its premises will be locked and secure in adherence to IIHI and PHI privacy requirements.

3.6 Non-Discrimination. AFFILIATE agrees to make no distinction among Resident(s) and/or Fellow(s) covered by this Agreement on the basis of race, color, sex, creed, age, disability, religion or national origin.

3.7 Resident(s) and/or Fellow(s) Decorum. AFFILIATE shall notify both LLIECHE Chief Executive Officer, the Chairperson of the GMEC at LLIECHE, and the individual Specialty LLIECHE Residency/Fellowship Program Director, if any Resident's and/or Fellow's conduct is found unacceptable to AFFILIATE. LLIECHE shall take appropriate action to correct the unacceptable conduct of the Resident(s) and/or Fellow(s). LLIECHE shall advise Resident(s) and/or Fellow(s) of their responsibility to abide by AFFILIATE policies, as applicable, including, but not limited to, patient confidentiality and the Drug Free Workplace Act. AFFILIATE agrees to orient such Resident(s) and/or Fellow(s) to AFFILIATE's policies and procedures. AFFILIATE also agrees to advise the Resident(s) and/or Fellow(s) where the AFFILIATE policies and procedures for which they will be held accountable are located at AFFILIATE. AFFILIATE agrees to provide LLIECHE with a copy of all such AFFILIATE policies and/or procedures for which the Resident(s) and/or Fellow(s) are to be held accountable; and LLIECHE agrees to provide AFFILIATE a copy of LLIECHE Resident Information Handbook which lists the general policies at LLIECHE for which the Resident(s) and/or Fellow(s) are responsible.

- 3.8 Health Verification. LLIECHE shall assure that all Resident(s) and/or Fellow(s) assigned by LLIECHE to AFFILIATE have complied with LLIECHE's and AFFILIATE's health requirements, including having undergone a pre-placement employment physical with LLIECHE. LLIECHE also agrees to maintain all current Resident(s) and/or Fellow(s) health records. LLIECHE agrees to assure that the Resident(s) and/or Fellow(s) has been trained in infection control procedures, maintains a current CPR certificate, and is current with required immunizations.
- 3.9 Medical Licensure. All Resident(s) and/or Fellow(s) assigned by LLIECHE to AFFILIATE shall meet and comply with either the requirements regarding state licensure or the postgraduate training registration requirements of the Medical Board of California, as appropriate. LLIECHE shall assure appropriate compliance prior to the Resident(s)' and/or Fellow(s)' assignment to AFFILIATE. LLIECHE shall maintain copies of such licensure in the Graduate Medical Education Office.
- 3.10 Resident and/or Fellow Duties. LLIECHE shall assign to AFFILIATE, when appropriate, Resident(s) and/or Fellow(s) who are training in a specialty listed on Exhibit "A" attached hereto and incorporated herein by reference. Such assignments shall customarily be for a minimum rotation of one month (30 days). The general duties of the Resident(s) and/or Fellow(s) 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. Residents and/or Fellows shall be assigned hours of duty in compliance with the LLIECHE's Graduate Medical Education Resident Work Hour Guidelines as set forth in Exhibit "C" and the requirements of the ACGME Duty Hours Limitations Summary Table as set forth in Exhibit "D".
- 3.11 Medical Records. Medical records may be completed by the Resident(s) and/or Fellow(s) in compliance with regulatory agencies. The Parties understand and agree, however, that the ultimate and final responsibility for medical record completion lies with the AFFILIATE Medical Staff member and/or the AFFILIATE Supervising Physician, not the Resident(s) and/or Fellow(s) in the Program. The Resident(s) and/or Fellow(s) may make entries in the patient record. Notwithstanding the foregoing, the Resident(s) and/or Fellow(s) may not order medications and procedures which exceed the scope of the professional activities delineated in Exhibit "A" attached hereto and incorporated herein by reference.
- 3.12 Commitment to Training and Supervision. AFFILIATE shall endeavor to:
- A. Assist in the planning and implementation of the clinical education program and to supervise and instruct the assigned Resident(s) and/or Fellow(s) during their clinical experience at the AFFILIATE.
  - B. Designate an AFFILIATE Medical Staff Member Physician who is in good standing as the Supervising Physician who will be responsible for the educational and experiential supervision of the Resident(s) and/or Fellow(s) in the implementation of the clinical experience at the

AFFILIATE.

- C. Permit assigned Resident(s) and/or Fellow(s) to use its patient care and patient service facilities for clinical education according to the mutually approved curricula.
- D. Retain responsibility for nursing care and related duties when Resident(s) and/or Fellow(s) are providing care to any patient.
- E. Permit the use of such supplies and equipment as are commonly available for patient care.
- F. Permit use of the following facilities and services by the Resident(s) and/or Fellow(s) at such times and to the degree considered feasible by the AFFILIATE:
  - i. parking areas.
  - ii. locker, storage and dressing facilities, as available.
  - iii. access to sources of information for clinical education purposes such as:
    - a) charts, nursing station references, cardex files.
    - b) procedure guides, policy manuals.
    - c) medical dictionaries, pharmacology references and other references suitable to the clinical area.
- G. Retain the right to remove, suspend or refuse access to any of its areas to Resident(s) and/or Fellow(s) who fail to abide by the AFFILIATE 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 AFFILIATE in consultation with LLIECHE Chief Executive Officer, the Chairperson of LLIECHE GMEC, and the individual Specialty LLIECHE Residency Program Director. It is understood and agreed that the Resident(s) and/or Fellow(s) approval to obtain clinical experiences at the AFFILIATE shall not entitle the Resident(s) and/or Fellow(s) to any hearing or appeal process at the AFFILIATE regarding the contents of this provision.
- H. Comply with federal, state and local laws and ordinances concerning the confidentiality of Resident(s) and/or Fellow(s) records as appraised by LLIECHE.
- I. Invite the participation of Resident(s) and/or Fellow(s) to such educational activities as conferences, rounds, and similar experiences including utilization review, quality assurance and evaluation and monitoring activities, as appropriate.

3.13 Direct Supervision. While obtaining training at AFFILIATE, the clinical activities of Resident(s) and/or Fellow(s) shall be directly supervised by AFFILIATE 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 Resident(s)' and/or Fellow(s)' performance while at AFFILIATE. AFFILIATE supervisor is responsible for ensuring HIPAA training is completed by each Resident and/or Fellow prior to accessing PHI and annually thereafter.

- 3.14 Evaluation of Resident(s) and Fellow(s). The Supervising Physician agrees to provide LLIECHE with written reports which document and evaluate both the participation of the Resident(s) and/or Fellow(s) in procedures and activities and the skills with which they were performed. LLIECHE shall provide appropriate evaluation forms and AFFILIATE shall distribute and pick up from the Supervising Physician(s) the forms for such evaluation. Various personnel of AFFILIATE may also be asked by AFFILIATE to evaluate the Resident(s) and/or Fellow(s), as appropriate. AFFILIATE shall be responsible to provide such evaluation forms to LLIECHE once every month.
- 3.15 Medical Staff Membership. The presence of Resident(s) and/or Fellow(s) from LLIECHE at AFFILIATE is based solely upon their continued participation in LLIECHE Residency/Fellowship Training Program. As such, it is understood and agreed that LLIECHE Resident(s) and/or Fellow(s) assigned to AFFILIATE shall not be granted Medical Staff membership or privileges at AFFILIATE during their participation in LLIECHE Residency/Fellowship Training Program.

#### **ARTICLE IV. PAYMENT AND INSURANCE ISSUES**

- 4.1 Resident(s) and/or Fellow(s) Employment and Assignment to AFFILIATE. LLIECHE shall make all assignments of its Resident(s) and/or Fellow(s) to AFFILIATE for training subject to review by the AFFILIATE Supervising Physician. All Resident(s) and/or Fellow(s) assigned by LLIECHE to AFFILIATE shall be selected by the Chiefs, or designee, of their respective Services at LLIECHE. Resident(s) and/or Fellow(s) assigned to AFFILIATE will remain employees of LLIECHE and will continue to receive salary and benefits, including Workers' Compensation coverage, as employees of LLIECHE. The AFFILIATE shall be responsible for reimbursement to LLIECHE for such Resident(s) and/or Fellow(s) salary and benefits, including but not limited to, vacation proportional to the amount of time the Resident is assigned to AFFILIATE, as stated in Exhibit "B" attached hereto and incorporated herein by reference.
  - A. The maximum reimbursement amount under this Agreement shall not exceed Budget Schedule as follows and shall be subject to availability of funds to AFFILIATE. The consideration to be paid to LLIECHE, as provided herein, shall be in full payment for LLIECHE's Residents and/or Fellows compensation incurred in the performance hereof.

<b>Budget Schedule</b>
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Fiscal Year	2026/27	2027/28	2028/29	2029/30	2030/31	Total
<b>Total</b>	<b>\$515,664</b>	<b>\$531,162</b>	<b>\$547,124</b>	<b>\$563,566</b>	<b>\$580,500</b>	<b>\$2,738,016</b>

- B. Basis of payment is the reimbursement rate as stated in the attached Exhibit "B". Anticipated future year rate increases have been included in the Budget Schedule.
- C. LLIECHE shall bill AFFILIATE monthly in arrears for Resident's and/or Fellows' salary and benefits provided by LLIECHE on claim forms provided by AFFILIATE. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made, including, at a minimum, the name of the Resident/Fellow and dates and hours of services for each Resident/Fellow. Each claim shall reflect any and all payments made to LLIECHE by, or on behalf of patients. Claims for Reimbursement shall be submitted by LLIECHE to AFFILIATE within ten (10) calendar days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, AFFILIATE shall make payment within a reasonable period. Payment, however, for any reimbursement covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as stated in the attached Exhibit "B".
- D. Compensation may be reduced or withheld in the event that LLIECHE or the Resident(s) and/or Fellow(s) fail(s) to comply with the provisions of this Agreement, or does not perform in accordance with the terms of this Agreement. LLIECHE shall have fifteen (15) days upon written notice from AFFILIATE to cure the issues of non-compliance or nonperformance before compensation is reduced or withheld.
- E. Reimbursement shall occur on a monthly basis for salary and benefits at the rate as stated in the attached Exhibit "B" and invoiced by LLIECHE. No later than ten (10) calendar days following the month of service, LLIECHE shall submit an invoice for payment for the reporting month, in a format acceptable to AFFILIATE. Monthly claims will be sent to:
  - Department of Behavioral Health
  - Attn: Provider Support & Accounting Services
  - 303 E. Vanderbilt Way, Suite 400
  - San Bernardino, CA 92415-0026
- F. AFFILIATE Fiscal Services unit will obtain appropriate AFFILIATE program manager approval for payment. Once the appropriate approval(s) are received, the invoice will be processed for payment. Payment shall be limited to the reimbursement rate as stated in Exhibit "B" and other conditions that may apply.
- G. The invoice shall be submitted in the approved format and shall include a

breakdown for the month of service. The breakdown shall consist of the following:

- 1) Period covered (Example: July 1 through July 31, 2026)
  - 2) Backup documentation as required to support reimbursement.
- H. A payment shall be processed by AFFILIATE Fiscal Services no later than sixty (60) calendar days after receipt of an approved invoice for payment (reimbursement) from LLIECHE.
- I. LLIECHE shall accept all payments from AFFILIATE via electronic funds transfer (EFT) directly deposited into LLIECHE's designated checking or other bank account. LLIECHE shall promptly comply with directions and accurately complete forms provided by AFFILIATE required to process EFT payments.
- J. Costs for services under the terms of this Agreement will be incurred during the Agreement period except as approved in writing by the Director of AFFILIATE. LLIECHE will not use current year funds to pay prior or future year obligations.
- K. Funds made available under this Agreement shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Agreement. LLIECHE shall not claim reimbursement or payment from AFFILIATE for, or apply sums received from AFFILIATE with respect to that portion of its obligations which have been paid by another source of revenue. LLIECHE agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of AFFILIATE.
- 4.2 Indemnification by AFFILIATE. AFFILIATE hereby agrees to defend, indemnify and hold harmless LLIECHE, its Resident(s), Fellow(s), agents and employees from any liability, damage or costs they may suffer as a result of claims, demands, or judgments against them arising out of the operation of the Program covered by this Agreement resulting from the acts or omissions of AFFILIATE, its agents, employees and the acts or omissions of LLIECHE's Resident(s) and/or Fellow(s), performed under the direction and supervision of AFFILIATE staff, which occur on the premises of or in the service of AFFILIATE. AFFILIATE agrees to give LLIECHE notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.
- 4.3 Indemnification by LLIECHE. LLIECHE hereby agrees to defend, indemnify and hold harmless AFFILIATE, its agents and employees from any liability, damage or costs they may suffer as a result of claims, demands, or judgments against them arising out of the operation of the Program covered by this Agreement resulting from the acts or omissions of LLIECHE, its agents and employees, excluding its Resident(s) and Fellow(s) as described in Section 3.2 above, which occur on the

premises of or in the service of AFFILIATE. LLIECHE agrees to give AFFILIATE notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

- 4.4 AFFILIATE Insurance Coverage. Without limiting any indemnification provided for under sections 3.2 and 3.3 herein, AFFILIATE shall at its sole cost and expense, maintain in full force and effect Professional and General liability coverage for its agents and employees, and all LLIECHE Resident(s) and Fellow(s) while assigned at AFFILIATE, as described in Section 3.2 above, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. AFFILIATE may satisfy this provision through a program of self-insurance.
- 4.5 Insurance Coverage. Without limiting any indemnification provided for under sections 3.2 and 3.3 herein, LLIECHE shall at its sole cost and expense, maintain in full force and effect Professional and General liability coverage for its agents and employees, excluding its Resident(s) and Fellow(s) while assigned at AFFILIATE, as described in Section 3.2 above, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. LLIECHE shall also provide Workers' Compensation coverage for all of its employees, including its Resident(s) and Fellow(s) assigned to AFFILIATE.
- 4.6 Comparative Fault. In the event the AFFILIATE and/or LLIECHE are found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the AFFILIATE and/or LLIECHE shall indemnify the other to the extent of its comparative fault.

## **ARTICLE V. MISCELLANEOUS PROVISIONS**

- 5.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising from or relating to this Agreement shall be instituted exclusively in the Superior Court of California, County of San Bernardino. Each Party irrevocably submits to the jurisdiction and venue of that court
- 5.2 Reserved
- 5.3 Amendments. This Agreement may be amended only by a written, signed statement by LLIECHE and AFFILIATE.
- 5.4 Third Party Beneficiaries. This Agreement shall not create any rights, including, without limitation, third party beneficiary rights, to any person or entity not a Party to this Agreement.
- 5.5 Notice. Notices shall be delivered by first class mail, return receipt requested, and shall be effective two (2) business days after mailing or by personal delivery or messenger at the following address:

**LLIECHE:**

Daniel Giang, M.D.  
Chief Executive Officer, Designated Institutional Official  
Loma Linda-Inland Empire Consortium for Healthcare Education  
11234 Anderson Street  
Loma Linda, California 92354  
(909) 558-8131

**AFFILIATE:**

Joshua Dugas  
Acting Director  
San Bernardino County, Department of Behavioral Health  
550 E. Hospitality Lane, Suite 100  
San Bernardino, CA 92415-0026

Christopher Schreur, MD  
Assistant Medical Director  
San Bernardino County, Department of Behavioral Health  
550 E. Hospitality Lane, Suite 100  
San Bernardino, CA 92415-0026

- 5.6 Drug Free Workplace. AFFILIATE's signature affixed to this Agreement certifies that AFFILIATE and the Resident(s) and/or Fellow(s) assigned to AFFILIATE shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances while performing services under this Agreement.
- 5.7 Criminal Drug Violation Notice. AFFILIATE's signature affirms the understanding and agreement that any conviction of Resident(s) and/or Fellow(s) while performing services at AFFILIATE of a criminal drug statute for a violation occurring in the AFFILIATE facility, must be reported to LLIECHE's Administrative Director of Human Resources Management within five (5) days of any conviction and, in turn, LLIECHE's Administrative Director of Human Resources Management shall notify the appropriate Federal Agency(ies) within ten (10) days after learning of the conviction. By such signature, AFFILIATE also agrees to require Resident(s) and/or Fellow(s) assigned to AFFILIATE to abide by the five (5) day notice requirement and to notify LLIECHE Resident(s) and/or Fellow(s) at AFFILIATE of the requirement of LLIECHE to notify the appropriate Federal agency (ies) within ten (10) days after learning of any conviction.
- 5.8 Human Services Provision. Until the expiration of four (4) years after the performance of services pursuant to this Agreement, LLIECHE and AFFILIATE shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, this Agreement, book(s), document(s) and record(s) of LLIECHE and/or AFFILIATE that are necessary to certify the nature and extent of costs pursuant to this Agreement. If LLIECHE or AFFILIATE carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period with a related organization,

such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, the subcontract(s), book(s), document(s), and record(s) of such organization(s) that are necessary to verify the nature and extent of such costs.

- 5.9 Entire Agreement. This Agreement supersedes any and all agreements, whether oral or written, between the Parties hereto and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or by anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is communicated in writing and signed by the Parties to be charged.
- 5.10 Partial Invalidity. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.
- 5.11 Waiver or Failure of a Condition. The waiver or any failure of a condition shall not operate as, nor be construed to be, a waiver of a subsequent failure of the same or other condition.
- 5.12 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or transferred without prior written consent of the other Party, except as expressly provided for herein.
- 5.13 Status of Parties. The Parties hereto shall not, by virtue of this Agreement, in any way be deemed to or construed to create a single employer, a joint venture or a joint employer relationship.
- 5.14 Successors. The terms contained herein shall be binding upon and shall ensure to the benefit of the Parties, their respective assigns, executors, administrators, heirs, and successors.
- 5.15 Headings. The headings to the articles and sections of this Agreement have been included for convenience of reference only and shall not modify, define, limit or expand the express provisions of this Agreement.
- 5.16 Reserved
- 5.17 Force Majeure. If either Party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of the Party, such non-performing Party shall be excused the performance by the other Party, and

shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.

If during the course of the administration of this agreement, AFFILIATE determines that LLIECHE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to AFFILIATE, this contract may be immediately terminated. If this contract is terminated according to this provision, AFFILIATE is entitled to pursue any available legal remedies.

5.18 Health Insurance Portability and Accountability Act (HIPAA). LLIECHE also agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"). LLIECHE agrees not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information concerning a patient other than as permitted by this contract and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. LLIECHE will implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement. To the extent required by law, LLIECHE will promptly report to AFFILIATE any use or disclosure of a patient's Protected Health Information not provided for by this contract or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which LLIECHE becomes aware. In the event LLIECHE, with AFFILIATE's approval, contracts with any agents to whom LLIECHE provides a patient's Protected Health Information received from LLIECHE, LLIECHE shall include provisions in such agreements whereby the LLIECHE and agent agree to the same restrictions and conditions that apply to LLIECHE with respect to such patient's Protected Health Information. LLIECHE will make its internal practices, books, and records relating to the use and disclosure of a patient's Protected Health Information available to the AFFILIATE and the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations. Notwithstanding the foregoing, no attorney-client, or other legal privilege, shall be deemed waived by LLIECHE or AFFILIATE by virtue of this Section.

5.19 Right To Monitor and Audit

A. DBH AFFILIATE staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, as they relate to the provision of services provided by DBH in relation to training agreement. Full cooperation shall be given by LLIECHE in

any auditing or monitoring conducted.

- B. All parties shall cooperate in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by this agreement.
- C. LLIECHE shall provide all reasonable facilities and assistance for the safety and convenience of DBH's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the training agreement.

5.20 Program Goals. AFFILIATE enters into this Agreement, in part, to fulfill Workforce Education and Training Program goals and outcomes. The goals and outcomes are as follows:

<b>Mandatory Goals for WET MHSA Programs</b>		
	<b>MHSA Goals</b>	<b>Key Outcomes (measurement method)</b>
WET	Address Workforces shortages and deficits identified in the workforce Needs Assessment	<ul style="list-style-type: none"><li>• Increase in number of employees hired identified in needs assessment areas</li></ul>

5.21 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the dates set forth below.

**LLIECHE**

LOMA LINDA-INLAND EMPIRE CONSORTIUM FOR  
HEALTHCARE EDUCATION,  
a California Not for Profit Religious Corporation

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

By: \_\_\_\_\_  
Daniel Giang, M.D.  
Chief Executive Officer

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**AFFILIATE:**

SAN BERNARDINO COUNTY, DEPARTMENT OF  
BEHAVIORAL HEALTH

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

By: \_\_\_\_\_  
Dawn Rowe  
Chair, Board of Supervisors

**EXHIBIT A**

**RESIDENT ASSIGNMENT**

LLIECHE agrees to send either, a California Licensed Resident and/or Fellow(s) or a Resident and/or Fellow(s), who has met the postgraduate training requirements of the Medical Board of California to AFFILIATE for purposes of clinical training. LLIECHE and the individual Specialty LLIECHE Residency Program Director agree to send a maximum number of Residents and/or Fellow(s) to AFFILIATE as indicated below beginning on the Effective Date:

<b>LLIECHE Service - Psychiatry</b>	<b>2026/27</b>	<b>2027/28</b>	<b>2028/29</b>	<b>2029/30</b>	<b>2030/31</b>
Maximum # of Full Time Equivalent (FTE) Residents and/or Fellow(s) - (Monthly)	4	4	4	4	4

**5 YEAR BUDGETED AMOUNT**

EXHIBIT "B"  
 LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM  
 RESIDENT PAY AND ALLOWANCE STRUCTURE  
 EFFECTIVE JULY 1, 2026

3% COLA each year	PGY-5					
	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	
SALARY & BENEFITS TOTAL	\$ 128,916.05	\$ 132,790.43	\$136,781.05	\$ 140,891.38	\$ 145,125.02	
4 Residencies at PGY-5 expenses	\$ 515,664	\$ 531,162	\$ 547,124	\$ 563,566	\$ 580,500	\$ 2,738,016

EXHIBIT "B"  
 LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM  
 RESIDENT PAY AND ALLOWANCE STRUCTURE  
 EFFECTIVE JULY 1, 2026

FY 2026/2027	PGY-3	PGY-4	PGY-5
<b>SALARY &amp; BENEFITS TOTAL</b>	\$ 107,305.63	\$ 109,791.54	\$ 112,300.91
Less:			
Christmas Bonus (Not allowed)	\$ (200.00)	\$ (200.00)	\$ (200.00)
Salary & Benefits	\$ 107,105.63	\$ 109,591.54	\$ 112,100.91
Program Admin. Costs (15%)	\$ 16,065.84	\$ 16,438.73	\$ 16,815.14
<b>Total Costs - Each Resident</b>	<b>\$ 123,171.47</b>	<b>\$ 126,030.27</b>	<b>\$ 128,916.05</b>
	<b>FY 2026/2027</b>		
	<b>PGY-3</b>	<b>PGY-4</b>	<b>PGY-5</b>
MONTHLY RATE (12mos/yr)	\$ 10,264.29	\$ 10,502.52	\$ 10,743.00
DAILY RATE (365 days/yr)	\$ 337.46	\$ 345.29	\$ 353.19
DAILY RATE (260 days/yr)	\$ 473.74	\$ 484.73	\$ 495.83
HOURLY RATE (2080 hrs/yr)	\$ 59.22	\$ 60.59	\$ 61.98

EXHIBIT "B"  
 LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM  
 RESIDENT PAY AND ALLOWANCE STRUCTURE  
 EFFECTIVE JULY 1, 2026

FY 2027/2028	PGY-3	PGY-4	PGY-5
<b>SALARY &amp; BENEFITS TOTAL</b>	\$ 110,524.80	\$ 113,085.29	\$ 115,669.94
Less:			
Christmas Bonus (Not allowed)	\$ 200.00	\$ 200.00	\$ 200.00
Salary Benefits	\$ 110,324.80	\$ 112,885.29	\$ 115,469.94
Program Admin. Costs (15%)	\$ 16,548.72	\$ 16,932.79	\$ 17,320.49
<b>Total Costs - Each Resident</b>	<b>\$ 126,873.52</b>	<b>\$ 129,818.08</b>	<b>\$ 132,790.43</b>
<b>3% COLA each year</b>	<b>FY 2027/2028</b>		
	<b>PGY-3</b>	<b>PGY-4</b>	<b>PGY-5</b>
MONTHLY RATE (12mos/yr)	\$ 10,572.79	\$ 10,818.17	\$ 11,065.87
DAILY RATE (365 days/yr)	\$ 347.60	\$ 355.67	\$ 363.81
DAILY RATE (260 days/yr)	\$ 487.98	\$ 499.30	\$ 510.73
HOURLY RATE (2080 hrs/yr)	\$ 61.00	\$ 62.41	\$ 63.84

EXHIBIT "B"  
 LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM  
 RESIDENT PAY AND ALLOWANCE STRUCTURE  
 EFFECTIVE JULY 1, 2026

FY 2028/2029	PGY-3	PGY-4	PGY-5
<b>SALARY &amp; BENEFITS TOTAL</b>	\$ 113,840.54	\$ 116,477.85	\$ 119,140.04
Less:			
Christmas Bonus (Not allowed)	\$ (200.00)	\$ (200.00)	\$ (200.00)
Salary Benefits	\$ 113,640.54	\$ 116,277.85	\$ 118,940.04
Program Admin. Costs (15%)	\$ 17,046.08	\$ 17,441.68	\$ 17,841.01
<b>Total Costs - Each Resident</b>	<b>\$ 130,686.62</b>	<b>\$ 133,719.53</b>	<b>\$ 136,781.05</b>
<b>3% COLA each year</b>	<b>FY 2028/2029</b>		
	<b>PGY-3</b>	<b>PGY-4</b>	<b>PGY-5</b>
MONTHLY RATE (12mos/yr)	\$ 10,890.55	\$ 11,143.29	\$ 11,398.42
DAILY RATE (365 days/yr)	\$ 358.05	\$ 366.35	\$ 374.74
DAILY RATE (260 days/yr)	\$ 502.64	\$ 514.31	\$ 526.08
HOURLY RATE (2080 hrs/yr)	\$ 62.83	\$ 64.29	\$ 65.76

EXHIBIT "B"  
 LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM  
 RESIDENT PAY AND ALLOWANCE STRUCTURE  
 EFFECTIVE JULY 1, 2026

FY 2029/2030	PGY-3	PGY-4	PGY-5
<b>SALARY &amp; BENEFITS TOTAL</b>	\$ 117,255.76	\$ 119,972.19	\$ 122,714.24
Less:			
Christmas Bonus (Not allowed)	\$ (200.00)	\$ (200.00)	\$ (200.00)
Salary Benefits	\$ 117,055.76	\$ 119,772.19	\$ 122,514.24
Program Admin. Costs (15%)	\$ 17,588.36	\$ 17,965.83	\$ 18,377.14
<b>Total Costs - Each Resident</b>	<b>\$ 134,644.12</b>	<b>\$ 137,738.02</b>	<b>\$ 140,891.38</b>
<b>3% COLA each year</b>	<b>FY 2029/2030</b>		
	<b>PGY-3</b>	<b>PGY-4</b>	<b>PGY-5</b>
MONTHLY RATE (12mos/yr)	\$ 11,220.34	\$ 11,478.17	\$ 11,740.95
DAILY RATE (365 days/yr)	\$ 368.89	\$ 377.36	\$ 386.00
DAILY RATE (260 days/yr)	\$ 517.86	\$ 529.76	\$ 541.89
HOURLY RATE (2080 hrs/yr)	\$ 64.73	\$ 66.22	\$ 67.74

EXHIBIT "B"  
 LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM  
 RESIDENT PAY AND ALLOWANCE STRUCTURE  
 EFFECTIVE JULY 1, 2026

FY 2030/2031	PGY-3	PGY-4	PGY-5
<b>SALARY &amp; BENEFITS TOTAL</b>	\$ 120,773.43	\$ 123,571.36	\$ 126,395.67
Less:			
Christmas Bonus (Not allowed)	\$ (200.00)	\$ (200.00)	\$ (200.00)
Salary Benefits	\$ 120,573.43	\$ 123,371.36	\$ 126,195.67
Program Admin. Costs (15%)	\$ 18,086.01	\$ 18,505.70	\$ 18,929.35
<b>Total Costs - Each Resident</b>	<b>\$ 138,659.44</b>	<b>\$ 141,877.06</b>	<b>\$ 145,125.02</b>
<b>3% COLA each year</b>	<b>FY 2030/2031</b>		
	<b>PGY-3</b>	<b>PGY-4</b>	<b>PGY-5</b>
MONTHLY RATE (12mos/yr)	\$ 11,554.95	\$ 11,823.09	\$ 12,093.75
DAILY RATE (365 days/yr)	\$ 379.89	\$ 388.70	\$ 397.60
DAILY RATE (260 days/yr)	\$ 533.31	\$ 545.68	\$ 558.17
HOURLY RATE (2080 hrs/yr)	\$ 66.66	\$ 68.21	\$ 69.77

## EXHIBIT C

### Resident/Fellow Work Hour Guidelines

1. Loma Linda-Inland Empire Consortium for Healthcare Education (LLIECHE) is committed to providing quality graduate medical education to its resident/fellow physicians while promoting patient safety and while maintaining resident/fellow well-being in a supportive educational environment. It seeks to instill in resident/fellow physicians the dedication and responsiveness to patient needs and safety that at times supersedes self-interest.
2. Resident/fellow work hour guidelines are designed to ensure patient safety and resident/fellow well-being. The institution, program director, department, and resident/fellow all bear this professional responsibility. Individual residents/fellows must take personal responsibility and demonstrate their fitness for duty and appropriate management of their time before, during and after clinical assignments. Recognized as intrinsic components of Professionalism by the ACGME (Accreditation Council for Graduate Medical Education), all residents/fellows and faculty must demonstrate an understanding and acceptance of their personal roles in each of these responsibilities.
3. LLIECHE acknowledges that neither the medical needs of patients nor the professional responsibilities of resident/fellow physicians can begin or end at arbitrarily defined hours. However, LLIECHE residents/fellows may have an association with a Seventh-day Adventist institution rooted in an appreciation of the Sabbath and dedicated to the mission “to make man whole”, Loma Linda-Inland Empire Consortium for Healthcare Education endorses the establishment of the following guidelines concerning the work hours of Resident/Fellow Physicians (see summary [Table](#)):
  - a) Duties between the hours of sunset Friday evening and sunset Saturday evening shall be arranged to allow the maximum number of resident/fellow physicians to be free of hospital duties. Reasonable accommodation is encouraged for individual days of worship.
  - b) A maximum workweek of 80 hours per week averaged over a four-week rotation with in-house on-call duty scheduled no more frequently than every third night.
    - i. These hours include time required to care for patients, and time to participate in the residency/fellowship program’s organized teaching activities, and all moonlighting activities.
    - ii. Study outside the hospital is not counted
  - c) A maximum work shift of 12 hours in the emergency room for physicians with primary patient care responsibility.
  - d) For all first year residents (PGY-1), a maximum duty period length must not exceed 16 hours. For all PGY-2 residents and above, a maximum of 24 hours for continuous duty in the hospital is permitted. No additional new clinical responsibilities (e.g. new patients or continuity clinics) can be assigned after 24 hours of continuous in-house duty. Up to 4 additional hours will be allowed to facilitate effective transitions of care to ensure patient safety.

In unusual circumstances, residents/fellows, on their own initiative may remain beyond their scheduled period of duty to continue to provide care to a single patient for uncommon reasons of required continuity of care for an unstable patient, academic importance or humanistic needs of a patient or family. All other care of patients will be safely transferred to the appropriate physicians responsible. Each unusual circumstance and the reasons for remaining will be documented and submitted for review by the program director who will monitor all episodes.

- e). The minimum time off between scheduled duty periods should be 10 hours and must be at least 8 hours. For PGY-2 and above residents/fellows after being on 24 hour in-house call in the hospital, the minimum time off between duty periods must be 14 hours. In circumstances defined by the Residency Review Committees (RRCs), residents/fellows in their final years of education may stay on duty or return to the hospital with fewer than eight hours free of duty in preparation of entering the unsupervised practice of medicine and care for patients over extended time periods. Each circumstance will be documented and submitted for review by the program director who will monitor all episodes.
  - f) The Program Director shall assure resident/fellow physicians of the following time with no hospital duties:
    - i. At least one 24-hour period within each week averaged over 4 weeks. This means most months will have at least 4 days off with no hospital duties. On the months with LLIECHE approved holidays per training agreement, at least 5 days will be off per month with no hospital duties.
    - ii. The minimum time off between scheduled duty periods given the maximum duty period lengths for in hospital on-call duties.
    - iii. Three weeks of vacation per training agreement year for PGY-1 resident physicians; four weeks of vacation per training agreement year for PGY-2 through PGY-8 resident/fellow physicians
    - iv. Holidays, Sick Leave and Family Medical Leave as required in the Graduate Medical Education Training Agreement.
4. Honest and accurate reporting of duty hours without repercussions to the individual resident/fellow is a professional responsibility of the individual resident, faculty, program director and institution.
5. An individual residency/fellow program may petition the ACGME Residency Review Committee for an exception for up 10% of the 80-hour limit (an additional 8 hours), based upon a sound educational rationale. Any such request must have prior approval of LLIECHE's Graduate Medical Education Committee and must be countersigned by LLIECHE's Designated Institutional Official.

## EXHIBIT D

### ACGME Duty Hours Limitations Summary Table

	Intern (PGY--1)	Intermediate (as defined by RRCs)	Senior ("Residents in the final years of education" as defined per RRCs)
Maximum Hours of Work per Week	80 hours averaged over 4 weeks		
Extra Hours	8 additional hours based on sound educational rationale		
Moonlighting ("Internal" & "External")	Not Permitted	Included in the 80 hours	
Maximum Duty Length	16 Hours	<p style="text-align: center;">24 Hours + 4 Hours Transition of Care.</p> <ul style="list-style-type: none"> <li>▶ Strategic napping after 16 hours between 10 PM and 8 AM "is strongly suggested."</li> <li>▶ No continuity clinic or new patients after 24 hours.</li> <li>▶ "In unusual circumstances, residents, on their own initiative," can provide care to one patient with documentation and monitoring by the program director.</li> </ul>	
Minimum Time Off Between Scheduled Duty Periods	Must have 8 hours. Should have 10	Must have 8 hours Should have 10. Must have 14 hours off after 24 hours on.	Must have 8 hours. Should have 10. May return to work sooner under RRC-defined circumstances but must be monitored by the program director.
Maximum Frequency of In-House Night Float	6 consecutive nights on (The maximum number of consecutive weeks and months per year may be specified by each RRC.)		
Maximum In-House On-Call Frequency	None	Every 3 nights averaged over 4 weeks	
At-Home Call	None	<p>Not limited specifically, but must not be so frequent or taxing to preclude rest or reasonable personal time.</p> <ul style="list-style-type: none"> <li>▶ Time spent in the hospital must count towards 80-hour weekly maximum.</li> <li>▶ Frequency of at-home calls is not subject to the every third night limitation nor will it initiate a new off duty period.</li> </ul>	

## **ATTACHMENT I - ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**

### **LLIECHE shall:**

To the extent consistent with the provisions of this Agreement, comply with regulations as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123 regarding exclusion from participation in federal and state funded programs, which provide in pertinent part:

1. LLIECHE certifies to the following:
  - a. it is not presently excluded from participation in federal and state funded health care programs,
  - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
  - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of LLIECHE, the signatory certifies the following:
  - a. all of its officers, employees, agents, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs,
  - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
  - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. LLIECHE certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs:
  - a. OIG's List of Excluded Individuals/Entities (LEIE).
  - b. United States General Services Administration's System for Award Management (SAM).
  - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. LLIECHE certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
  - a. Any event, including an investigation, that would require LLIECHE or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
  - b. Any suspension or exclusionary action taken by an agency of the federal or state government against LLIECHE, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.