

## **AGREEMENT FOR CLINICAL ROTATIONS**

**THIS AGREEMENT FOR CLINICAL ROTATIONS** ("Agreement") is entered into the later of February 1, 2020 or the execution of the Agreement by both parties ("Effective Date"), by and between Desert Regional Hospital, Inc. doing business as Desert Regional Medical Center (the "Home Hospital"), and the County of San Bernardino on behalf of Arrowhead Regional Medical Center (the "Receiving Hospital").

### **RECITALS:**

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

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

C. Home Hospital has determined that the Residents would benefit from additional clinical experience in another hospital setting to supplement the Residents' training in the specialty of *Neurosurgery, with emphasis on complex spine, open vascular, neuro-endovascular and skullbase neurosurgery.*

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

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

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

### **AGREEMENT**

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

1. **RECEIVING HOSPITAL ROTATIONS.** Throughout the term of this Agreement, Receiving Hospital shall accept Residents for clinical rotations in Neurosurgery. Such rotations shall be of a duration not to exceed six (6) months per Resident. Each such Resident shall be in the PGY 2 - 7 years of training in a AOA or ACGME accredited residency program. The number and scheduling of Residents shall be determined by mutual agreement of Home Hospital's Director of Medical Education and a program coordinator to be designated by Receiving Hospital (the "Program Coordinator") who shall serve as principal liaison between the Home Hospital and Receiving Hospital for all matters concerning the Program. Home Hospital shall submit to Receiving Hospital the names and educational background of the Residents at least four weeks prior to their scheduled rotations at Receiving Hospital.

2. **RESPONSIBILITIES OF RECEIVING HOSPITAL.** Receiving Hospital shall be responsible for the following: (a) provide an appropriate orientation to Residents; (b) schedule Resident assignments,

taking into account the educational requirements of the Program; Residents shall attend lectures and conferences as scheduled within the Department of Neurosurgery at Receiving Hospital while on rotation to Receiving Hospital; (c) provide teaching faculty at Receiving Hospital who shall be responsible for supervision of clinical services rendered by Residents at Receiving Hospital. Faculty shall be duly licensed and shall meet the professional standards established by federal, state and local laws and regulations, The Joint Commission, and the ACGME, CHBPE, or other accrediting body for the Program; (d) provide a written evaluation of the Resident's performance according to the guidelines outlined in the Program's policies and procedures following that Resident's completion of his or her rotation at Receiving Hospital; (e) make its facilities, including parking, lockers and storage facilities, to the extent available, on-duty living quarters and cafeteria accessible to Residents; (f) make library, classroom and conference room space available to Residents; and (g) operate the rotations at Receiving Hospital in accordance with Program requirements and federal, state and local laws, rules and regulations.

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

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

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

6. **OSHA COMPLIANCE.** Home Hospital shall be responsible for compliance by Residents with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the

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

**7. REIMBURSEMENT.**

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

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

c. During the Rotation, Receiving Hospital shall reimburse Home Hospital for Resident salaries and benefits according to their rotation schedule at Receiving Hospital as outlined in Exhibit D.

**8. INSURANCE.**

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

b. Home Hospital shall maintain, at Home Hospital's sole expense, professional liability insurance covering Home Hospital and the Residents in amounts of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate, in full force and effect during the term of this Agreement. The professional liability insurance shall cover the Residents while participating in the Program at Home Hospital. Home Hospital shall obtain this insurance from a carrier and in a form satisfactory to Receiving Hospital. Home Hospital shall also maintain comprehensive general liability insurance for bodily injury and property damage, workers' compensation and other legally mandated coverages for all its employees, including Residents, in amounts as may be required by law. Additionally, the comprehensive general liability insurance must cover bodily injury and property damage with a combined single limit of not less than \$1,000,000, per occurrence, and may not exclude coverage for claims for abuse or molestation made against Home Hospital or Residents. Home Hospital's certificate of insurance relating to the foregoing must state that sexual misconduct coverage is not excluded. Home Hospital shall provide Receiving Hospital with a certificate of all insurance coverage described in this subsection prior to the effective date of this Agreement and at any subsequent date during the term of this Agreement in accordance with the provisions of this Subsection 8.b. or upon Receiving Hospital's request. If the insurance maintained by

Home Hospital pursuant to this Agreement is written on a claims-made form, it shall continue for five (5) years following expiration or termination of this Agreement.

**9. INDEMNIFICATION AND RISK MANAGEMENT.**

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

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

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

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

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

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

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

11. **NON-DISCRIMINATION.** The parties covenant that there shall be no discrimination on the basis of race, national origin, religion, creed, disability, sex, gender identity, gender expression, sexual orientation, marital status, age, or military or veteran status, in either the selection of Residents for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Resident's effective participation in the Program.

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

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

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

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

16. **TERMINATION.**

a. **Termination Without Cause.** Except as otherwise provided herein, any party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice

to the other parties; provided that all Residents currently rotating through the Receiving Hospital at the time of notice of termination shall be given the opportunity to complete their clinical rotation at the Receiving Hospital, such completion not to exceed 90 days.

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

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

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

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

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

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

19. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, VENUE; COUNTERPARTS; NOTICES, WAIVER; ASSIGNMENT; SEVERABILITY.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State of California, which provision shall survive the expiration or other termination of this Agreement. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Neither party shall assign nor transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer by such party without such consent shall be null and void. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalid in anyway.

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

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

Desert Regional Medical Center  
1150 N. Indian Canyon Dr.  
Palm springs, CA 92262

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

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

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

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

24. **EXCLUSION LISTS SCREENING.** Each respective party to this Agreement shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General ("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 non-procurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the party shall immediately notify the other party of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement. Additionally, Home Hospital shall ensure that the Residents being assigned to Receiving Hospital under this Agreement are not on the OIG's List of Excluded Individuals.

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

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

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

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

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

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

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

**HOME HOSPITAL:** Desert Regional Medical Center, Inc.  
dba Desert Regional Medical Center

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

**RECEIVING HOSPITAL:** County of San Bernardino on behalf of  
Arrowhead Regional Medical Center

By: \_\_\_\_\_  
Name: Curt Hagman  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_  
Address: 400 N. Pepper Ave.  
Colton, CA 92324-1819

## EXHIBIT A

### STATEMENT OF RESPONSIBILITY

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

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

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

\_\_\_\_\_  
Witness

**EXHIBIT B**

**CONFIDENTIALITY STATEMENT**

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

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

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

\_\_\_\_\_  
Witness

**EXHIBIT C**  
**PROGRAM LETTER AGREEMENT**

**See Below for agreement**

## **Program Letter of Agreement**

**between**

**Desert Regional Medical Center, Inc., dba Desert Regional Medical Center, Sponsoring Institution**

**Arrowhead Regional Medical Center, Participating Site**

This document serves as an agreement between **Desert Regional Medical Center, Inc., dba Desert Regional Medical Center** as Sponsoring Institution's for the Neurological Surgery Residency Program and **Arrowhead Regional Medical Center** Participating Site involved in resident education for the rotation of Neurosurgery with emphasis on complex spine, open vascular, neuro-endovascular and skull base neurosurgery.

This Program Letter of Agreement is effective upon full execution by the parties and will expire 06/30/2025 or until updated, changed, or terminated by any party, for any reason, upon 90 days' written notice.

### **1. Persons Responsible for Education and Supervision**

At the program: Javed Siddiqi, M.D.  
Program Director

At the participating site: Dan Miulli, D.O. (Site Director)  
Jerry Noel, D.O.  
Margaret Wacker, M.D.  
Jason Duong, D.O.  
Raed Sweiss, D.O.  
Shokry Lawandy, D.O.  
Michael Schiraldi, M.D.

The above mentioned faculty members are responsible for the education and supervision of the residents while rotating at the **participating site**.

### **2. Responsibilities**

The faculty members at the **participating site** must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the AOA / ACGME

Competency areas. The faculty members must evaluate resident/fellow performance in a timely manner during each rotation or similar educational assignment, and document this evaluation at completion of the assignment.

### **3. Content and Duration of the Educational Experiences**

The content of the educational experiences has been developed according to the AOA Program Requirements for Graduate Medical Education for the specialty of Neurological Surgery.

and include the following goals and objectives:

#### **Core Competency: Patient Care**

##### Clinical Care Requirements

- Demonstrate the ability to design a treatment plan for patients based on their history and physical examination
- Evaluate and initiate treatment of neurosurgical emergencies, especially those arising from vascular and skull base pathologies
- Acquire a solid knowledge base in clinical neurophysiology
- Demonstrate the ability to correctly interpret laboratory studies and imaging utilized for vascular and skull base neurosurgery, including but not limited to:
  - a. MRI images of the spine, spinal cord, and brain
  - b. CT scans of the spine and brain
  - c. Spine X-rays
  - d. Cerebral angiography
  - e. Myelography
  - f. MRA/MRV
- Demonstrate the ability to appropriately discuss the initial evaluation and ICU care of the patient with the following:
  - a. Intracerebral Hemorrhage
  - b. Subarachnoid Hemorrhage
  - c. Ischemic Stroke
  - d. Cranial nerve dysfunction
  - e. Spine and spinal cord deficits
  - f. Progressing neurological deficit
- Understand and be able to discuss initial care, indications, and management for surgery in patients with skull base lesions affecting the CNS, as well as intracranial and extracranial vascular lesions encountered by neurosurgeons
- Understand and be able to appropriately discuss clinical management of patient with shunt failure
- Demonstrate the ability to perform a comprehensive and targeted neurological examination in patients with the following:
  - a. lesions of the skull base
  - b. intracranial vascular lesions (eg. aneurysms, AVM's, and fistulas)

- c. extracranial vascular pathology such as carotid artery stenosis or dissection
- d. ischemic and hemorrhagic stroke
- e. spine and spinal cord injury and diseases

• Outpatient office experience: under the supervision of neurosurgery faculty, demonstrate capacity on how best to deal with new and follow-up patients

Technical Skills Requirements:

Under appropriate supervision, commensurate with his or her demonstrated aptitude, and with appropriate progression of responsibility, the Neurosurgery resident should be able to:

- assist with all major neurosurgical procedures as listed in defined case category, with special emphasis to complex skull base and vascular cases, including posterior fossa tumors, carotid endarterectomies, and aneurysm surgery
- perform all minor neurosurgical procedures as listed in defined case category
- perform or assist with all critical care procedures as listed in defined case category
- evaluate and interpret neurosurgical and neuro-endovascular diagnostic studies, especially those associated with skull base and vascular pathologies

Under appropriate supervision, commensurate with his or her demonstrated aptitude, and with appropriate progression of responsibility, the Neurosurgery resident should be able:

- assist with all major neurosurgical procedures as listed in defined case category, with special emphasis to complex skull base and vascular cases; he or she should also be able to participate in tumor resection, aneurysm surgery, carotid endarterectomy, and repair of the skull base
- perform all minor neurosurgical procedures as listed in defined case category
- perform or assist with all critical care procedures as listed in defined case category
- evaluate and interpret neurosurgical and neuro-endovascular diagnostic studies, especially those associated with skull base and vascular pathologies

**Core Competency: Medical Knowledge**

- Perform at or above 40% of the Neurosurgery in-service examination (compared to other's in the country); and, at or above median score of Neurosurgery in-service examination (compared to other's in the country).
- Demonstrate the ability to evaluate medical literature in journal clubs and on rounds, especially as pertaining to skull base and vascular neurosurgery
- Demonstrate the ability to correctly interpret the following basic diagnostic tests: ECG, Chest X-ray, spine x-rays, CT head, MRI brain and spine, and cerebral angiography
- Demonstrate an understanding regarding the appropriate evaluation and treatment of acutely injured patients in the emergency department and neuroICU
- Demonstrate the ability to recognize and treat common postoperative and post injury issues, including:

- a. Pain Control
  - b. Fluid and electrolyte abnormalities
  - c. Nausea & Vomiting
  - d. Intracranial pressure aberrations
  - e. Blood Pressure fluctuations
  - f. Post-operative edema and/or bleeding
- Demonstrate a progressing understanding of various skull base and neuro-vascular diseases and their associate urinary dysfunctions
  - Be able to effectively access medical information through traditional and online sources in support of ongoing education.

**Core Competency: Practice-Based Learning and Improvement**

- Demonstrate an ongoing and improving ability to learn from one's own (and observed) errors and complications
- Demonstrate intellectual curiosity from clinical experience to start planning a clinical or basic research project that is appropriate for presentation at a national scientific meeting and for subsequent publication
- Demonstrate the ability to maintain and advance individual competence and performance
- Demonstrate a commitment to life- long learning in surgical practice
- Demonstrate the ability to receive constructive feedback and improve quality of patient care
- Demonstrate the ability to apply knowledge of scientific data to improve the care of surgical patients
- Demonstrate the ability to utilize information technology to analyze medical information

**Core Competency: Interpersonal and Communication Skills**

- Demonstrate the ability to effectively communicate with patients and their families with compassion and sensitivity
- Demonstrate the ability to counsel patients and families on the risks, benefits, and alternatives to surgery
- Demonstrate the ability to communicate all adverse events in a timely fashion to patients, senior residents, and attending physicians
- Demonstrate the ability to respond to requests of staff in a prompt and professional manner
- Demonstrate the ability to work effectively with non-physician professionals (e.g., pharmacist, social worker, occupational and physical therapist)
- Demonstrate the ability to provide effective and professional consultations to other physicians and health care professionals
- Demonstrate the ability to effectively communicate with other members of the neurosurgery team
- Demonstrate the ability to complete and maintain all reports, history and physicals, consults, progress notes, and discharge summaries in a timely manner as set forth by hospital guidelines

**Core Competency: Professionalism**

- Demonstrate dependability, honesty, responsibility and punctuality in day to day activities
- Demonstrate a high level of professionalism in all interactions with patients, families, and health care providers
- Demonstrate commitment to ethics in all actions, decisions, and interactions.
- Demonstrate commitment to one's own education, and that of others learners
- Demonstrate compassionate and empathetic interactions with all patients, families and colleagues, irrespective of including diversity in gender, age, culture, race, religion, disability, and sexual orientation.
- Demonstrate the ability to seek help for one's own limitations, whether emotional or intellectual
- Demonstrate selfless mentorship of medical students and other learners with lesser experience or exposure
- Demonstrate ability to give, and receive, constructive criticism with intellectual humility
- Demonstrate ability to deal with potentially hostile workplace interactions with a calm and collected demeanor and respect for due process, reflecting the understanding that righteous anger can never be justification for unprofessional behavior

**Core Competency: System Based Practice**

- Demonstrate the ability to recognize resources, providers, and systems necessary to provide high-quality neurosurgical care
- Demonstrate the ability to appreciate the patients' interest and convenience in care management plans
- Demonstrate an understanding and be able to appropriately discharge patients in a timely fashion
- Demonstrate a willingness to collaborate with administrative leaders from various departments to improve the quality of health care delivery
- Demonstrate the ability to obtain and utilize available resources to optimize neurosurgical care, keeping in mind cost-effective practices and evidence-based medicine
- Demonstrate ability to track operative cases and appropriately document in the case log.

In cooperation with the **program director**, the **site director**, and the members of the faculty at the participating site are responsible for the day-to-day activities of the residents/fellows to ensure the outlined goals and objectives are met during the course of the educational experiences at the participating site.

The duration(s) of the assignment(s) to the participating site is (are):

The duration(s) of the assignment(s) to Participating Site is (are):

- PGY 2-7 residents, with 3 to 6-month rotations each



- 1 to 4 residents, total, rotating concurrently

#### 4. Policies and Procedures that Govern Resident Education

Residents will be under the general direction of the Sponsoring Institution's and while at this participating site subject to the policies and procedures of Arrowhead Regional Medical Center.

##### Desert Regional Medical Center – Sponsoring Institution

Michele Finney  
michele finney (Jan 28, 2020)

Jan 28, 2020

Michele Finney

Date

President and CEO

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

Javed Siddiqi  
Javed Siddiqi (Jan 28, 2020)

Jan 28, 2020

Javed Siddiqi, M.D.

Program Director Signature

Date

David Sperling  
David Sperling (Jan 29, 2020)

Jan 29, 2020

David Sperling, M.D.

Designated Institutional Official Signature

Date

##### Arrowhead Regional Medical Center - Participating Site

Dan Miulli 1/23/20

Dan Miulli, D.O.

Site Director Signature

Date

Niren Raval 1/23/20

Niren Raval, D.O.

Designated Institutional Official Signature

Date

## EXHIBIT D

### 1. Estimated Resident Hours

| Description | Rotation Hours | FTE  | \$ per Hour    | Estimated Rotation Salary |
|-------------|----------------|------|----------------|---------------------------|
| PGY 2       | 480            | 0.23 | \$38.42        | \$18,441.60               |
| PGY 3       | 480            | 0.23 | \$40.10        | \$19,248                  |
| PGY 4       | 480            | 0.23 | \$42.20        | \$20,256                  |
| PGY 5       | 490            | 0.23 | \$43.97        | \$21,105.60               |
| PGY 6       | 480            | 0.23 | \$46.49        | \$22,315.20               |
| PGY 7       | 480            | 0.23 | \$48.32        | \$23,193.60               |
|             |                |      | Annual Expense | \$124,560.00              |
|             |                |      | Annual FTE     | 1.38                      |

2. 1.0 FTE = 2080 Hours
3. Days/hour may be omitted for vacation/time off
4. Standard Tenet health benefits include medical, dental, vision, and malpractice coverage.
5. Benefits do not include housing while on rotations.
6. 5 days/week/8 hrs per day @\$38.42/hour for a PGY 2 (\$59,194 + 35% benefits)  
5 days/week/8 hrs per day @\$40.10/hour for a PGY 3 (\$61,792 + 35% benefits)  
5 days/week/8 hrs per day @\$42.20/hour for a PGY 2 (\$65,019 + 35% benefits)  
5 days/week/8 hrs per day @\$43.97/hour for a PGY 2 (\$67,745 + 35% benefits)  
5 days/week/8 hrs per day @\$46.49/hour for a PGY 2 (\$71,619 + 35% benefits)  
5 days/week/8 hrs per day @\$48.32/hour for a PGY 2 (\$74,435 + 35% benefits)