

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

10-343

SAP Number


Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Loma Linda University Health (LLUH)
Contractor Representative	Marilyn Houghton
Telephone Number	(909) 558-6131
Contract Term	July 1, 2020, through June 30, 2025
Original Contract Amount	Estimated net cost of \$4,978,390
Amendment Amount	N/A
Total Contract Amount	Estimated net cost of \$4,978,390
Cost Center	8242

Briefly describe the general nature of the contract: A reciprocal Resident Affiliation Agreement with Loma Linda University Health, for resident physicians to obtain clinical experience at the respective facilities of Arrowhead Regional Medical Center and Loma Linda University Health, for the period of July 1, 2020, through June 30, 2025, at an estimated net cost of \$4,978,390.

FOR COUNTY USE ONLY

Approved as to Legal Form


Michael Markel, Principal Assistant County Counsel

Date 5-29-20

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department


William L. Gilbert, Director

Date

6/1/2020

**RESIDENCY/FELLOWSHIP TRAINING AFFILIATION AGREEMENT
BETWEEN
ARROWHEAD REGIONAL MEDICAL CENTER
AND
LOMA LINDA UNIVERSITY HEALTH**

This Agreement, made and entered into this 1ST day of July, 2020 by and between the County of San Bernardino on behalf of **ARROWHEAD REGIONAL MEDICAL CENTER**, (hereinafter referred to together as "Affiliate") and **LOMA LINDA UNIVERSITY HEALTH FOR ITSELF AND ITS AFFILIATES INCLUDING: LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM, LOMA LINDA UNIVERSITY BEHAVIORAL MEDICINE CENTER, LOMA LINDA INLAND EMPIRE CONSORTIUM FOR HEALTHCARE EDUCATION, dba LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM**, a California not for profit religious corporation, (hereinafter referred to as "LLUH"), collectively referred to as "the Parties".

RECITALS

WHEREAS, the Parties provide approved Graduate Medical Education (GME) programs (Residency and Fellowship) which require clinical experiences for Resident(s) and Fellow(s) in accordance with the Accreditation Council for Graduate Medical Education (ACGME), the American Osteopathic Association (AOA) or the American Dental Association;

WHEREAS, the Parties acknowledge 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 the Parties that those in the GME Programs have opportunities for clinical experiences to enhance their capabilities as practitioners;

WHEREAS, as used in this Agreement, the following terms have the following meanings:

- A. "Sending Party" means the party from which Resident(s) is (are) sent;
- B. "Receiving Party" means the party to which Resident(s) is (are) sent;

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

ARTICLE I. GENERAL RELATIONSHIP AND TERM OF AGREEMENT

1.1 General Relationship. With this Affiliation Agreement, the Parties shall make their respective facilities available to Residents and Fellows from the other party's GME programs for the purpose of initiating and conducting clinical teaching and supervision as the Parties jointly approve. All actions taken as a result of this Agreement shall be in accordance with the LLUH and AFFILIATE rules and regulations that are in effect from time to time.

1.2 Independent Contractor. It is understood and agreed that the Parties in this endeavor are independent contractors and that no relationship of employer-employee exists between the Parties hereto.

If for any reason LLUH is determined not to be an independent contractor to AFFILIATE carrying out the terms of this Agreement, LLUH 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 LLUH Resident(s) and Fellow(s). AFFILIATE agrees to allow LLUH to participate in the review of such independent contractor determination. If such status is deemed to be non-defensible by LLUH, LLUH shall pay such indemnification in full to AFFILIATE upon ninety (90) days written notice to LLUH 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.

1.3 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 on Accreditation of Hospitals Organization.

The Parties shall assume sole responsibility for the accreditation of the GME program(s) they sponsor and for obtaining required approval, if any, in accordance with the standards prescribed by the ACGME, AOA or ADA. During the term of this Agreement, both Parties agree to comply with all such ACGME, AOA or ADA standards for residency training.

Each Sending Party shall be responsible for assigning Resident(s) and Fellow(s) from its GME programs to specific Services at the Receiving Party who are qualified to undertake the professional activities which are expected of them during the assignment.

Each Sending Party bearing the majority of the costs or substantially incurring the costs of the residents will claim the Resident's FTE for cost-reporting purposes. If the Receiving Party reimburses the Sending Party of all costs or substantial costs of the residents, the Sending Party shall release the FTE's to the Receiving Party for cost-reporting purposes.

1.4 ACGME Affiliation Approval. The Parties understand and agree that if this Affiliation for residency training at AFFILIATE or LLUH 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 1.6 of this Agreement.

1.5 Licenses. The Parties shall, through the term of this Agreement, maintain any license(s), or verify the maintenance of such license(s) necessary for the provision of the Resident(s) and Fellow(s) services hereunder as required by the laws and regulations of the United States, the State of California, and all other governmental agencies. Either Party shall notify the other Party immediately, in writing, of its inability to obtain or maintain such license(s). Said inability shall be cause for immediate termination of this Agreement as determined solely by the Party being notified without the requisite notice as prescribed in Section 1.6 of this Agreement.

1.6 Term of Agreement. The term of this Agreement shall begin on July 1, 2020 and continue until June 30, 2025. Thereafter, this Agreement may be renewed annually after appropriate review and approval by both Parties.

Other than as stated in Sections 1.4 and 1.5 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 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 rotation at Receiving Party within one hundred twenty (120) days following the expiration of the written notice.

ARTICLE II. TRAINING ISSUES AND DUTIES

2.1 Residency Specialties Involved. The Sending Party shall have knowledge of all Programs at the Receiving Party in which Resident(s) and/or Fellow(s) from the Sending Party participate. The Sending Party's rights and responsibilities over Programs undertaken at the Receiving Party shall be specified individually in Exhibit "A" attached hereto and incorporated herein by reference.

All Exhibits relating to Residency Training Programs between the Parties shall conform to the terms of this Affiliation Agreement and shall in no way contradict any of the provisions of this Master Affiliation Agreement.

The Parties understand and agree that the decision to assign Resident(s) and/or Fellow(s) to rotations at the other facility is at the sole discretion of the Sending Party's administration, Graduate Medical Education Committee and the individual Residency Program Director. As such, each Party understands and agrees that Programs are under no obligation whatsoever to provide Resident(s) and/or Fellow(s) in training to the other Party other than the Resident(s) and/or Fellow(s) of the Service(s) listed in Exhibit "A" attached hereto and incorporated herein by reference.

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

2.3 Rotation Directors and Supervising Physicians. The Sending Party's designated Administrator, the Chairperson of the GMEC, and the individual Specialty Residency Program Director(s), in collaboration with same persons, or equivalent, at Receiving Party, will appoint Receiving Party Supervising Physicians for all training at Receiving Party. Both the Chairperson of the GMEC and the individual Specialty Residency Program Director(s) shall be available, at reasonable times, to Receiving Party administration and to the Receiving Party Supervising Physicians in order to address questions which may arise with respect to the evaluation and supervision of the Residents' and/or Fellows' performance.

The Receiving Party's individual Specialty Residency Program Director(s) in collaboration with the others at the Receiving Party, will appoint Supervising Physicians for all training at Receiving Party. The individual Specialty Receiving Party Residency Program Director(s) shall be available, at reasonable times, to Receiving Party's administration and to the Supervising Physicians in order to address questions which may arise with respect to the evaluation and supervision of the Residents' and/or Fellows' performance.

2.4 Patients. The Parties agree that all patients on affiliated services may be part of the clinical training Program, if agreed to by the patient's treating physician and the patient. It is understood and agreed that it is the responsibility of the Parties and their respective medical staff members 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.

2.5 Confidentiality. The Parties 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.

2.6 Non-Discrimination. The Parties agree 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.

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

2.8 Corrective Action/Grievance. The Sending Party will adhere to their own policies concerning graduate medical education issues, including academic discipline, Resident complaints and grievances for their Resident(s) and/or Fellow(s). The Receiving Party will not initiate corrective action or grievance.

Each Party may unilaterally not permit a given resident to participate in training at their own facility with appropriate notification as noted above.

2.9 Health Verification. Each Party shall assure that all Resident(s) and/or Fellow(s) assigned by them to the Affiliate have complied with all applicable health requirements, including having undergone a pre-placement employment physical. Each Party also agrees to maintain all current Resident(s) and/or Fellow(s) health records for their residents. Each Party agrees to assure that their Resident(s) and/or Fellow(s) have been trained in infection control procedures, maintain a current CPR certificate, and is current with required immunizations.

2.10 Medical Licensure. All Resident(s) and/or Fellow(s) assigned by either Party shall meet and comply with either the requirements regarding state medical licensure or the postgraduate training license requirements of the Medical Board of California, Osteopathic Board of California or Dental Board of California, as appropriate. Each Party shall assure appropriate compliance prior to the Resident(s)' and/or Fellow(s)' assignment to the affiliate. The Parties shall maintain such licensure in the Graduate Medical Education Office.

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

2.11 Resident Duties. The Sending Party shall assign to the Receiving Party, 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. 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. The Sending Party, through the individual Specialty Residency Program Director, agrees to prepare a list of the types of professional activities which the Resident(s) and/or Fellow(s) in such Specialty (ies) are authorized by both parties to perform at the Receiving Party. Such "list" shall be attached as Exhibit "A" and incorporated herein by reference.

2.12 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 each Party's Medical Staff members and/or 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.

2.13 Commitment to Training and Supervision. The Parties 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 a member of the Receiving Party's Medical Staff who is in good standing as the Rotation Director 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 Parties:

- 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;
- d) required health information

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's policy(ies) and procedure(s) and/or who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Receiving Party in consultation with the Sending Party's administration and the 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 apprised by the each Party; and;

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.

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

2.15 Evaluation of Resident(s) and Fellow(s). The Supervising Physician agrees to provide the Residency Program 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. Each Party shall provide appropriate evaluation forms to the affiliate's physicians and arrange the return of the forms. Various personnel at the Receiving Party may also be asked to evaluate the Resident(s) and/or Fellow(s), as appropriate. The Receiving Party shall be responsible to provide such evaluation forms to training program once every month.

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

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

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

2.19 ACGME HIPAA Business Associates Agreements Each Party affirms it has signed a Business Associates Agreement with ACGME as required.

ARTICLE III. PAYMENT AND INSURANCE ISSUES

3.1 Resident(s) and/or Fellow(s) Employment and Assignment to Affiliates. The Sending Party shall make all assignments of its Resident(s) and/or Fellow(s) to the Receiving Party for Training subject to review by the Receiving Party's Supervising Physician. All Resident(s) and/or Fellow(s) assigned by the Sending Party to the Receiving Party shall be selected by the Sending Party's Program Director, or designee. Resident(s) and/or Fellow(s) assigned to the Sending Party will remain employees of the Sending Party and will continue to receive salary and benefits, including Workers' Compensation coverage, as employees of the Sending Party. The Receiving Party responsible for reimbursement of such Resident(s) and/or Fellow(s) salary and benefits shall be billed as stated in Exhibit "B" attached hereto and incorporated herein by reference. Exhibit 'B' may be updated at the beginning of each academic year. The Receiving Party shall reimburse the sending party within 60 days of being billed.

3.2 Indemnification by AFFILIATE. AFFILIATE hereby agrees to defend, indemnify and hold harmless LLUH, 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 LLUH's Resident(s) and/or Fellow(s) which occur on the premises of or in the service of AFFILIATE. LLUH agrees to give AFFILIATE notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

3.3 Indemnification by LLUH. LLUH hereby agrees to defend, indemnify and hold harmless AFFILIATE, its Resident(s), Fellow(s), 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 LLUH, its agents and employees, and the acts or omissions of AFFILIATE's Resident(s) and Fellow(s), which occur on the premises of or in the service of LLUH. AFFILIATE agrees to give LLUH notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

3.4 Insurance Coverage. Without limiting any indemnification provided for under sections 3.2 and 3.3 herein, each Receiving Party shall at its sole cost and expense, maintain in full force and effect Professional and General liability coverage for its agents and employees, including Resident(s) and Fellow(s) assigned by the Sending Party to the Receiving Party, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The Sending Party shall provide Workers' Compensation coverage for all of its employees, including its Resident(s) assigned to AFFILIATE.

ARTICLE IV. MISCELLANEOUS PROVISIONS

4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.2 Entire Agreement. The Parties agree that neither Party has made any representation, warranty or covenant not fully set forth herein, and that this Agreement supersedes all previous communication between the Parties hereto.

4.3 Amendments. This Agreement may be amended only by a written, signed statement by the Parties.

4.4 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.

4.5 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:

LLU Health Education Consortium

Daniel Giang, M.D.
Chief Executive Officer
11234 Anderson Street, Westerly Suite 'C'
Loma Linda, California 92354
(909) 558-4308

AFFILIATE: ARROWHEAD REGIONAL MEDICAL CENTER
400 North Pepper Avenue
Colton, CA 92324-1819
(909) 580-6150

4.6 Drug Free Worksite. Each Party's signature affixed to this Agreement certifies that Parties and the Resident(s) and/or Fellow(s) assigned to Party shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances while performing services under this Agreement.

A. Copy of Drug-Free Worksite Policy. AFFILIATE acknowledges receipt of a copy of the "Drug-Free Worksite" Policy (hereinafter "Policy") of LLUH, included in the Resident Information Booklet, concurrent with signing this Agreement.

B. Compliance with Policy. AFFILIATE's signature affirms that AFFILIATE has read, understands, and agrees to abide by the "Drug-Free Worksite" Policy (hereinafter "Policy") of LLUH, which is included in as a condition of this Agreement.

C. Criminal Drug Violation Notice. Both Party's signatures affirms the understanding and agreement that any conviction of Resident(s) and/or Fellow(s) while performing services at either Party of a criminal drug statute for a violation occurring in the Party's facility, must be reported to the appropriate Administrative Director of Human Resources Management within five (5) days of any conviction and, in turn, the 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, Parties also agree to require the Resident(s) and/or Fellow(s) assigned to Receiving Party to abide by the five (5) day notice requirement and to notify the Resident(s) and/or Fellow(s) at Receiving Party of the requirement to notify the appropriate Federal agency(ies) within ten (10) days after learning of any conviction.

4.7 Human Services Provision. Until the expiration of four (4) years after the performance of services pursuant to this Agreement, the Parties 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 LLUH and/or AFFILIATE that are necessary to certify the nature and extent of costs pursuant to this Agreement. If LLUH 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original; the counterparts shall together constitute a single Agreement.


4.16 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.

4.17 Mission Statement. Since LLUH is committed to its mission to continue the healing ministry of Jesus Christ, "To Make Man Whole", such commitment is embodied in LLUH's Agreements. As such, the complete Mission Statement of LLUH is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, this Agreement is executed at Loma Linda, California on the date set forth below.

**LOMA LINDA UNIVERSITY HEALTH EDUCATION
CONSORTIUM, A California Not for Profit Religious Corporation**

Date: _____

By: 
DANIEL W. GIANG, M.D., PRESIDENT
Loma Linda University Health Education Consortium
Designated Institutional Official

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

Date: JUN 09 2020

By: 
San Bernardino County Board of Supervisors
Curt Hagman

Chairman, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL SAN BERNARDINO
Clerk of the Board of Supervisors
of the County of San Bernardino

By:  Deputy



EXHIBIT "A"
RESIDENT ASSIGNMENT

The Consortium agrees to send either a California Licensed Resident or a Resident who has met the postgraduate training requirements of the Medical Board of California to AFFILIATE for purposes of clinical training. The Consortium and the individual Specialty Residency Program Director agree to send a maximum number of Residents to AFFILIATE as indicated below beginning upon execution by the parties:

Consortium Residency Program	Maximum FTE
Anesthesiology	5
Oral Maxillofacial Surgery	2
Orthopedic Surgery	4
General Surgery	2
Internal Medicine/Rheumatology	1.5
Urology	1
Others as determined	

AFFILIATE agrees to send either a California Licensed Resident or a Resident who has met the postgraduate training requirements of the Medical Board / Osteopathic Medical Board of California to the Consortium for purposes of clinical training. AFFILIATE and the individual Specialty Residency Program Director agree to send a maximum number of Residents to the Consortium as indicated below beginning upon execution by the parties:

ARMC Residency Program	Maximum FTE
Surgery-Cardiothoracic	1
Surgery-Transplant	1
Surgery-Pediatric	1
Others as determined	

EXHIBIT "B"**COMPENSATION RATES AND TERMS**

AFFILIATE shall reimburse the Consortium for the salary and benefits of RESIDENTS covered by this Agreement. AFFILIATE agrees to pay invoices in full within 60 days of receipt of a monthly invoice which includes a resident report that has been reconciled and agreed upon by the Parties. The resident report will include, at a minimum, the following information: Resident Full Name, Program Name and Year of Enrollment, PGY Level, Name of Rotation, and Dates of Rotation for each resident for whom Consortium is requesting reimbursement.

Consortium may, with AFFILIATE approval, send additional residents other than those listed in Exhibit A, to meet an educational need. However no compensation will be provided for those additional residents, including residents participating in elective rotations at AFFILIATE. Salary rates may be adjusted annually.

Reimbursement for CONSORTIUM RESIDENTS will be made for rotations that occur at AFFILIATE for the period July 1, 2020-June 30, 2021 at the following rates:

	PGY-1	PGY-2	PGY-3	PGY-4	PGY-5
BASE SALARY	\$58,378.00	\$ 60,313.00	\$ 62,682.00	\$ 65,157.00	\$ 67,823.00
TOTAL SALARY	\$ 58,378.00	\$ 60,313.00	\$ 62,682.00	\$ 65,157.00	\$ 67,823.00
BENEFITS:					
FICA (7.65%)	\$ 4,465.92	\$ 4,613.94	\$ 4,795.17	\$ 4,984.51	\$ 5,188.46
WORKERS COMP	\$ 110.81	\$ 110.81	\$ 110.81	\$ 110.81	\$ 110.81
UNEMPLOYMENT (0.1%)	\$ 58.38	\$ 60.31	\$ 62.68	\$ 65.16	\$ 67.82
LIFE INSURANCE	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
HEALTH/DENTAL COVERAGE	\$ 10,908.00	\$ 10,908.00	\$ 10,908.00	\$ 10,908.00	\$ 10,908.00
DISABILITY COVERAGE	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00
COMMUNICATION DEVICE	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
CPR-BASIC/ADVANCED	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
ACGME ACCREDITATION FEE	\$ 436.54	\$ 436.54	\$ 436.54	\$ 436.54	\$ 436.54
RETIREMENT PLAN (5%)	\$ 2,918.90	\$ 3,015.65	\$ 3,134.10	\$ 3,257.85	\$ 3,391.15
TOTAL BENEFITS	\$ 19,713.55	\$ 19,960.26	\$ 20,262.31	\$ 20,577.87	\$ 20,917.78
SALARY & BENEFITS TOTAL	\$ 78,091.55	\$ 80,273.26	\$ 82,944.31	\$ 85,734.87	\$ 88,740.78
LLUMC ADMINIST. FEE (3%)	\$ 2,342.75	\$ 2,408.20	\$ 2,488.33	\$ 2,572.05	\$ 2,662.22
GRAND TOTAL	\$ 80,434.29	\$ 82,681.46	\$ 85,432.63	\$ 88,306.91	\$ 91,403.01
BILLING RATES:					
MONTHLY RATE (12mos/yr)	\$ 6,702.86	\$ 6,890.12	\$ 7,119.39	\$ 7,358.91	\$ 7,616.92
DAILY RATE (365 days/yr)	\$ 220.37	\$ 226.52	\$ 234.06	\$ 241.94	\$ 250.42
DAILY RATE (260 days/yr)	\$ 309.36	\$ 318.01	\$ 328.59	\$ 339.64	\$ 351.65
HOURLY RATE (2080 hrs/yr)	\$ 38.67	\$ 39.75	\$ 41.07	\$ 42.46	\$ 43.94

AFFILIATE_COMPENSATION RATES AND TERMS

Consortium shall reimburse AFFILIATE for the salary and benefits of **RESIDENTS** covered by this Agreement. Consortium agrees to pay invoices in full within 60 days of receipt of a monthly invoice which includes a resident report that has been reconciled and agreed upon by the Parties. The resident report will include, at a minimum, the following information: Resident Full Name, Program Name and Year of Enrollment, PGY Level, Name of Rotation, and Dates of Rotation for each resident for whom AFFILIATE is requesting reimbursement.

AFFILIATE may, with Consortium approval, send additional residents other than those listed in Exhibit A, to meet an educational need. However no compensation will be provided for those additional residents, including residents participating in elective rotations at Consortium.

Reimbursement for AFFILIATE RESIDENTS will be made for rotations that occur at Consortium for the period July 1, 2020-June 30, 2021 at the following rates:

AFFILIATE Residency Program	Maximum FTE	Total Compensation
Surgery	Varies	Varies

Reimbursement for AFFILIATE RESIDENTS will be made for rotations that occur at Consortium for the period July 1, 2020-June 30, 2021 at the following rates:

	PGY 1	PGY 2	PGY 3	PGY 4	PGY 5
Salary	\$57,575	\$59,827	\$62,472	\$65,268	\$68,888
FICA	0	0	0	0	0
Unemployment	\$114	\$118	\$123	\$129	\$136
Life Insurance	\$39	\$39	\$39	\$39	\$39
Health/Dental Coverage	\$17,607	\$17,607	\$17,607	\$17,607	\$17,607
Workman's Comp	\$1,241	\$1,241	\$1,241	\$1,241	\$1,241
CPR-Basic Advanced	\$500	\$500	\$500	\$500	\$500
ACGME Accreditation Fee	\$238	\$238	\$238	\$238	\$238
ARMC Admin. Fee (2%)	\$1,152	\$1,197	\$1,249	\$1,305	\$1,378
TOTAL (Yearly Rate)	\$78,466	\$80,767	\$83,469	\$86,327	\$90,027
Monthly Rate	\$6,539	\$6,731	\$6,956	\$7,194	\$7,502
Daily Rate	\$215	\$221	\$229	\$237	\$247

Mission

To continue the teaching and healing ministry of Jesus Christ.



LOMA LINDA UNIVERSITY
MEDICAL CENTER

Vision

Innovating excellence in Christ-centered health care.

Values

Compassion Reflecting the love of God through caring, respect, and empathy.

- Listens to others with kindness and consistently treats them with courtesy and respect
- Acknowledges others by name and greets them with eye contact and a smile
- Anticipates the needs of patients, family members, co-workers and guests

Integrity Ensuring our actions are consistent with our values.

- Honors the sacred trust of those we serve
- Builds trust through accurate and honest communication with colleagues
- Respects personal dignity and privacy
- Follows through on commitments and holds self and others accountable for actions and outcomes

Excellence Providing care that is safe, reliable, efficient, and patient centered.

- Takes all necessary measures to ensure safety in the workplace
- Thoughtfully balances the clinical, operational, and financial impact of actions and decisions
- Takes the initiative through patient care or supportive services, in setting high standards to ensure an exceptional experience for patients, family members and guests

Teamwork Collaborating to achieve a shared purpose.

- Demonstrates passion for the team
- Commits to sharing knowledge and creating opportunities for continuous learning in order to ensure team strength
- Recognizes the contributions of others and affirms and celebrates their successes
- Actively contributes to the collaboration process and clearly communicates ideas in order to ensure team success

Wholeness Embracing a balanced life that integrates mind, body, and spirit.

- Supports the spiritual mission of a faith-based health ministry
- Demonstrates a positive, peaceful, and hopeful attitude
- Promotes wellness and supports a healing environment through the use of prayer, humor, healthy living and other supportive behaviors

A Seventh-day Adventist Institution

Exhibit 'D'
LLUH Education Consortium Resident Physician WELL-BEING

1. Loma Linda University Health Education Consortium (Consortium) is committed to providing quality graduate medical education to its resident physicians that promotes the safety of current and future patients of the residents. As part of this effort, it promotes a supportive clinical learning environment that encourages wholeness on the part of residents and other members of the healthcare team. It seeks to instill in resident physicians a life-long commitment to their own wellness and responsiveness to the needs of patients that supersedes self-interest.
2. As a Seventh-day Adventist institution, the Sabbath symbolizes our commitment to enhancing each individual's wholeness and our mission to "make man whole."
 - a. Duties between the hours of sunset Friday evening and sunset Saturday evening shall be arranged to allow the maximum number of resident physicians to be free of patient care duties
 - b. Didactic sessions will not be scheduled during those hours
 - c. Reasonable accommodation is encouraged for individual days of worship.
3. Professional Responsibilities: Residents and faculty members must demonstrate an understanding of their personal role in the:
 - a. provision of patient- and family-centered care;
 - b. safety and welfare of patients entrusted to their care, including the ability to report unsafe conditions and adverse events;
 - c. assurance of their fitness for work, including:
 - management of their time before, during, and after clinical assignments, and,
 - recognition of impairment, including from illness, fatigue, and substance use, in themselves, their peers, and other members of the health care team.
 - d. commitment to lifelong learning;
 - e. monitoring of their patient care performance improvement indicators; and,
 - f. accurate reporting of clinical and educational work hours, patient outcomes, and clinical experience data.
4. Mistreatment: Programs must provide a professional, respectful, and civil environment that is free from mistreatment, abuse, or coercion of students, residents, faculty, and staff. The Consortium, its affiliates, and its individual programs maintain processes for education of residents and faculty regarding unprofessional behavior and a confidential process for reporting, investigating, and addressing such concerns. These include:
 - a. Employee Assistance Program
 - b. Graduate Medical Education Office
 - c. Human Resources Department
 - d. Confidential Advisors for Residents
 - e. Physician Vitality Program
5. Physician Vitality Program & Related Resources: The Consortium maintains a Physician Vitality Program that seeks to enhance the meaning that each resident finds in the experience of being a physician. As part of this mission, it provides:
 - a. Education to faculty members and residents in identification (in themselves and others) of burnout, depression, and substance abuse. This education includes how to seek assistance for these conditions for themselves and others.
 - i. Residents and faculty members are directed to alert the program director, department chair, Graduate Medical Education Office, Physician Well-Being Committee, Employee Assistance Program or other resources when they are concerned that another resident or faculty member may be displaying signs of burnout, depression, substance abuse, suicidal ideation, or potential for violence;
 - ii. Appropriate tools for self-screening on these issues shall be available on the Consortium website, and,

- b. Access to confidential, affordable mental health assessment, counseling, and treatment, including access to urgent and emergent care 24 hours a day, seven days a week.
- c. Education to faculty members and residents on recognizing the signs of fatigue and sleep deprivation; managing alertness; mitigating fatigue; and, encouraging residents to use fatigue mitigation processes to manage the potential negative effects of fatigue on patient care and learning
 - i. The Consortium will reimburse residents for rides via taxi or similar services to and from home (within a 45 mile radius of the work site) for residents who need this due to fatigue.
 - ii. The Consortium will provide one day lodging at Loma Linda Inn for residents who need this due to fatigue.

6. Clinical Experience and Education: Programs must design an effective program structure that is configured to provide residents with educational and clinical experience opportunities, as well as reasonable opportunities for rest and personal activities.

- a. Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and educational activities, clinical work done from home, and all moonlighting
- b. Residents should have eight hours off between scheduled clinical work and education periods. There may be circumstances when residents choose to stay to care for their patients or return to the hospital with fewer than eight hours free of clinical experience and education. This must occur within the context of the 80-hour and the one-day-off-in-seven requirements.
- c. Residents must be scheduled for a minimum of one day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days.
- d. Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments.
 - i. Up to four hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, and/or resident education. Additional patient care responsibilities must not be assigned to a resident during this time
 - ii. Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call
 - iii. In rare circumstances, after handing off all other responsibilities, a resident, on their own initiative, may elect to remain or return to the clinical site in the following circumstances:
 - to continue to provide care to a single severely ill or unstable patient;
 - humanistic attention to the needs of a patient or family; or,
 - to attend unique educational events.
- e. These additional hours of care or education will be counted toward the 80-hour weekly limit.
- f. Maximum In-House On-Call Frequency Residents must be scheduled for in-house call no more frequently than every third night (when averaged over a four-week period).
- g. In-House Night Float must occur within the context of the 80-hour and one-day-off-in-seven requirements.
- h. At-Home Call Time spent on patient care activities by residents on at-home call must count toward the 80-hour maximum weekly limit. The frequency of at-home call is not subject to the every-third- night limitation, but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks.
 - i. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.

- ii. Residents are permitted to return to the hospital while on at-home call to provide direct care for new or established patients. These hours of inpatient patient care must be included in the 80-hour maximum weekly limit

i. The program shall:

- i. attend to scheduling, work intensity, and work compression that impacts resident well-being;
 - ii. evaluate workplace safety data and address the safety of residents and faculty members;
 - iii. Provide residents the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during their working hours.
 - iv. Provide coverage of patient care in the event that a resident may be unable to perform their patient care responsibilities due to such events as fatigue, illness, and family emergencies. Such absences must be covered without fear of negative consequences for the resident who is unable to provide the clinical work
- j. Moonlighting: Time spent moonlighting as a physician or in similar activity is included as being on duty. See Moonlighting policy GMEC -26.