

MASTER AFFILIATION AGREEMENT
for
GRADUATE MEDICAL EDUCATION
between
COUNTY OF SAN BERNARDINO ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER
and
CHILDREN'S HOSPITAL LOS ANGELES

THIS MASTER AFFILIATION AGREEMENT ("**Agreement**") is made and entered into as of January 5, 2021 (the "**Effective Date**") by and between County of San Bernardino on behalf of Arrowhead Regional Medical Center ("**Sponsoring Institution**") and Children's Hospital Los Angeles ("**CHLA**"). Sponsoring Institution and CHLA may each be referred to herein as a "**party**" or collectively as the "**parties.**"

RECITALS

WHEREAS, Sponsoring Institution operates a program for the training of residents and fellows within the United States ("**Residents**") which includes a clinical training program, as outlined in the applicable Program Letter of Agreement attached hereto and by this reference incorporated herein ("**Training Program**"); and

WHEREAS, CHLA operates the clinical facilities located at 4650 Sunset Boulevard, Los Angeles, California 90027, which are suitable for the training of Residents, (collectively, the "**Training Facilities**"); and

WHEREAS, Sponsoring Institution and CHLA agree that it is to their mutual benefit and desire to have Residents rotate to the Training Facilities as part of their participation in the Training Program; and

WHEREAS, the parties agree to establish the educational goals and objectives of the Training Program in a manner consistent with the standards and objectives set forth by Sponsoring Institution, CHLA, and the Accreditation Council for Graduate Medical Education ("**ACGME**"), and that such goals and objectives shall reflect the parties' commitment to providing quality education and training programs to Residents as well as quality services to patients; and

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

1. Responsibilities of Sponsoring Institution

Sponsoring Institution shall:

- A. Designate the Sponsoring Institution's Director of Graduate Medical Education, or his or her designee, to provide coordination and oversight of Residents' educational activities and assignments while the Residents rotate at the Training Facilities. The Sponsoring Institution's Director of Graduate Medical Education shall liaise with CHLA's Program Director.
- B. Designate Residents for participation in the Training Program who are in good academic standing, are appropriately qualified, and who have met all state and federal requirements for licensure with the Medical Board of California, in such numbers as are acceptable to CHLA.
- C. Develop the curriculum for the Training Program in conjunction with CHLA.
- D. Maintain records and reports concerning the education of Residents and of Residents' time spent in the various educational activities referred to in this Agreement, as may be required by CHLA, the ACGME, and for compliance with the regulations, guidelines, and policies of third-party payers.
- E. Develop and implement a mechanism for evaluating Resident performance, which evaluation shall include, where appropriate, input from CHLA.

- F. Certify to CHLA that at or immediately before the time each Resident first reports to a Training Facility, he or she complies with CHLA's written requirements for immunizations and tests.
- G. Require every Resident to comply with CHLA's applicable bylaws, rules and regulations, policies, procedures and guidelines, state and federal laws and regulations, and the standards of The Joint Commission ("TJC"), the ACGME, and other applicable accreditation bodies, and to all additional requirements and restrictions agreed upon by authorized representatives of CHLA and Sponsoring Institution.
- H. Require the Sponsoring Institution's Director of Graduate Medical Education or his or her designee to cooperate with CHLA in reaching mutual agreement before each Training Program session begins on the following matters:
 - (i) Resident schedules;
 - (ii) Placement of Residents in clinical assignments; and
 - (iii) Attendance at any conference, course or program which might be conducted or sponsored by CHLA.
- I. Provide and be responsible for the care and control of Sponsoring Institution's educational supplies, materials, and equipment used for instruction during the Training Program.
- J. Report the following information about each Resident to CHLA at least two (2) weeks before each Training Program session begins:
 - (i) Name, address, email address and telephone number; and
 - (ii) All other reasonable information about the Training Program and Residents, as requested by CHLA.
- K. Require Residents to participate, to the extent scheduled or otherwise requested by CHLA and approved by Sponsoring Institution, in activities and assignments that are of educational value and consistent with the requirements of the ACGME.
- L. Require Residents to participate in any orientation programs provided by CHLA.
- M. Certify that each Resident, employee and instructor reporting to the Training Facilities has received the training required by the OSHA bloodborne pathogens standard, 8 CCR Section 5193, and that they will comply with all federal, state, and local occupational health and safety and environmental statutes and regulations, including the OSHA bloodborne pathogens standard, 8 CCR Section 5193.
- N. Certify that a properly completed Employment Eligibility Certificate has been obtained for all workers performing services under this Agreement, and that during the Term of this Agreement, Sponsoring Institution shall comply with the Immigration Reform Act of 1986 and any regulations promulgated thereunder.

2. **Responsibilities of CHLA**

CHLA shall:

- A. Maintain adequate professional staff and clinical facilities at the Training Facilities to meet the educational goals and objectives of Sponsoring Institution in a manner consistent with the standards and requirements established by Sponsoring Institution and the ACGME and to permit participation of Residents designated pursuant to Section 1(B) above to participate in the Training Program, so long as such access does not interfere with the regular activities of the Training Facilities.

- B. Maintain the license(s) of the Training Facilities, as applicable, and comply with all applicable laws, regulations, and accreditation requirements including, without limitation, a patient information privacy program that is compliant with the federal Health Insurance Portability and Accountability Act (HIPAA).
- C. Provide a reasonable amount of storage space for Sponsoring Institution's instructional materials and reasonable classroom or conference space at the Training Facilities for use in the Training Program.
- D. Designate a program director (the "**Program Director**") to coordinate Residents' schedules and activities while at the Training Facilities. The Program Director shall liaise with the Sponsoring Institution's Director of Graduate Medical Education.
- E. Permit designated personnel at the Training Facilities to participate in the Training Program in order to enhance the Residents' education, so long as such participation does not interfere with regular service commitments.
- F. Arrange schedules for Residents in conjunction with the Sponsoring Institution's Director of Graduate Medical Education, or his or her designee, and in accordance with the educational goals and objectives of Sponsoring Institution.
- G. Retain professional and administrative accountability for all services rendered, as required by law and CHLA policy.
- H. Supervise all Residents in their Training Program at the Training Facilities and provide necessary instructors for the Training Program.
- I. Protect the health and safety of Residents on rotation at CHLA's Training Facilities by providing each Resident with the following:
 - (i) Orientation to and information about the Training Facilities' security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
 - (ii) Instruction in Training Facilities' policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in CHLA's protocols for on-the-job injuries and incident reporting, including those resulting from needlestick injuries and other exposures to blood or body fluids; and
 - (iii) First aid and other emergency treatment available on-site, including, without limitation, immediate evaluation for risk of infection and appropriate follow-up care of Resident in the event of a needlestick injury or other exposure of Resident to blood or body fluids. Except as required by this Agreement or required by law in the case of a medical emergency involving a Resident while at the Training Facility, CHLA shall have no obligation to furnish medical or surgical care to any Resident. In such event, CHLA will be entitled to reimbursement from the Resident or Resident's health care coverage (which shall be provided and paid by Sponsoring Institution for all Residents) for all medical services provided.

3. **Termination of Residents**

At any time during the Term of this Agreement, CHLA may demand that Sponsoring Institution withdraw from the Training Facilities any Resident whose conduct is deemed unacceptable in CHLA's sole discretion. Such a demand must be in writing and explain why the individual must be withdrawn. Sponsoring Institution shall comply with such a demand within five (5) business days of receipt.

4. **Medicare Billing for Resident Services**

CHLA retains the sole right to submit claims to Medicare for Residents' provision of services at the Training Facility during the Training Program.

5. **Resident Compensation and Other Training Program Costs**

- A. For the duration of the Training Program, and with regard to Resident activities under this Agreement at the Training Facilities, all Resident salaries and benefits shall be paid by Sponsoring Institution.
- B. There shall be no other invoicing or liability directly between the parties to this Agreement for direct or indirect Training Program costs. Unless expressly provided herein, the parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.

6. **Status of Residents and CHLA**

- A. During the period in which a Resident rotates to a Training Facility, the Resident shall be under the direction and control of the Program Director, or his or her designee, and shall observe CHLA's administrative and patient care policies, procedures, rules and regulations.
- B. CHLA and Sponsoring Institution agree that the Residents rotate to the Training Facilities for educational purposes, and that such Residents of Sponsoring Institution shall not be considered to be agents, servants, or employees of CHLA for any purpose, including, without limitation, compensation for services, employee benefits, employee welfare and pension benefits, workers' compensation insurance or coverage, or health plan coverage. It is expressly understood that none of CHLA's employees, instructors or agents who are providing services hereunder are employees of Sponsoring Institution for any purpose. Sponsoring Institution is solely responsible for all applicable federal, state and local employer requirements, including payroll taxes and legally required tax withholding for its employees.

7. **Confidentiality of Information**

- A. Sponsoring Institution shall notify Residents that they are responsible for maintaining the confidentiality of all information received in the course of the Training Program. Except where necessary and in the regular course of the Training Program and performance of duties thereunder, the discussion, transmission or narration in any form of patient information, medical or otherwise, is forbidden.
- B. During the Term of this Agreement and for a period of five (5) years thereafter, except as otherwise required by law, each party (the "**Receiving Party**") and its employees and agents shall keep confidential all knowledge, information and documents entrusted to its care by the other party (the "**Disclosing Party**"). Neither the Receiving Party nor any of its employees or agents shall disclose any knowledge, information or documents entrusted to it by the Disclosing Party to any person, firm or corporation other than a person, firm or corporation designated by the Disclosing Party. The confidentiality obligations in this Section 7(B) shall not apply to any information that: (i) becomes generally publicly available other than as a result of disclosure by the Receiving Party or any of its employees or agents; (ii) becomes available to the Receiving Party on a non-confidential basis from a third party that is not bound by a similar duty of confidentiality; (iii) was known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party, as evidenced by written documentation; or (iv) is independently developed by the Receiving Party without reference to, or reliance on, the Disclosing Party's confidential information, as evidenced by written documentation.

8. **Publicity**

Except where required by law, Sponsoring Institution and CHLA shall not, without the other parties' prior written consent, publish or otherwise disseminate any advertising, promotion, report, article, research piece or

publicity, wherein the name of the other party is mentioned or otherwise reasonably identified, or use language from which a relationship between the parties can reasonably be inferred.

9. Insurance Coverage

- A. Sponsoring Institution shall procure and maintain in full force and effect, at its sole expense: (i) comprehensive general liability insurance (or a program of self-insurance) to cover Sponsoring Institution and its Residents while at the Training Facilities at levels not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the annual aggregate; (ii) professional liability insurance (or a program of self-insurance) to cover Sponsoring Institution and its Residents while at the Training Facilities at levels not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate; and (iii) workers' compensation insurance covering its Residents, any unemployment or disability insurance or coverage, and any health care coverage required by law. All insurance policies required under this Section 9(A) shall be primary and noncontributory, name CHLA as an additional insured (workers' compensation shall be exempt from this requirement), and contain an endorsement waiving rights of subrogation and recovery by the insurers against CHLA. Unless self-insured, such insurance shall be obtained from a nationally recognized carrier licensed in the state of California with a BEST Guide rating of A- VII or better.
- B. CHLA shall maintain in full force and effect, at its sole expense: (i) comprehensive general liability insurance to cover CHLA's employees and instructors while at the Training Facilities at levels not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the annual aggregate; and (ii) professional liability insurance for CHLA's employees and instructors at levels of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

10. Indemnification

- A. Sponsoring Institution agrees to defend, indemnify, and hold harmless CHLA and its officers, employees and agents, from all acts, claims, liabilities, costs, expenses, and losses (including reasonable attorney's fees), or claims for injury or damage (collectively, "**Claims**") by whomever asserted arising out of Sponsoring Institution's performance of services under this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of Sponsoring Institution, its officers, employees, agents, and/or Residents.
- B. CHLA agrees to defend, indemnify, and hold harmless Sponsoring Institution and its officers, employees and agents, from all Claims by whomever asserted arising out of CHLA's performance of services under this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of CHLA, its officers, employees, or agents.
- C. These indemnity obligations shall apply to and include the affiliated medical groups (and their respective officers, directors, employees, and agents) of CHLA and Sponsoring Institution, respectively.

11. Independent Contractors

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or associate between or among CHLA and Sponsoring Institution and Residents, but is instead an agreement between independent contractors, those being CHLA and Sponsoring Institution. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party.

12. Governing Law; Venue

This Agreement shall be construed in accordance with the laws of California, without regard to conflict of law rules. Any suit or action regarding this Agreement shall be brought in the federal or state courts located in Los Angeles, California. Both parties hereby irrevocably consent to jurisdiction and venue in Los Angeles, California, for such purposes.

13. No Third Party Beneficiaries

This Agreement is entered into by and between the parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either party to create or establish third party beneficiary status or rights in any patient or other third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

14. Access to Books and Records of Medicare Subcontractors

If this Agreement is determined to be subject to the provisions of Section 952 of P.L. 96-499, which governs access to books and records of subcontractors of services to Medicare providers where the cost or value of such services under the agreement exceeds Ten Thousand Dollars (\$10,000) over a 12-month period, CHLA agrees to permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General to have access to this Agreement and books, documents and records of CHLA as necessary to verify the cost of services provided under this Agreement in accordance with criteria and procedures contained in applicable federal regulations.

15. Audit Notice

In the event that CHLA is requested to disclose books, documents or records relating to the performance of this Agreement, CHLA shall provide written notice to Sponsoring Institution of the nature and scope of the request. Within a reasonable time thereafter, the Sponsoring Institution shall make available all such books, documents, or records, at no cost to CHLA during Sponsoring Institution's regular business hours.

16. Counterparts

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. 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.

17. Severability

If it is found that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. If such provision cannot be so limited, it shall be considered stricken from the Agreement in its entirety. All remaining provisions shall continue to be valid and enforceable for all purposes.

18. Assignment

Sponsoring Institution shall not assign its rights or obligations pursuant to this Agreement without the express written consent of CHLA.

19. **Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with each and every provision of this Agreement.

20. **Rules of Construction**

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

21. **Term and Termination of Agreement**

- A. Unless earlier terminated as set forth herein, this Agreement shall remain in full force and effect for a term of five years, a maximum of 5 academic years, commencing January 5, 2021 through January 4, 2026 (the "**Term**").
- B. Either party may terminate this Agreement for any reason or for no reason upon 30 days' written notice to the other party at the address set forth below in Section 23. However, any such termination by CHLA shall not be effective, at the election of Sponsoring Institution, regarding any Resident who at the date of mailing of said notice by CHLA, was participating in the Training Program, until such Resident has completed the Training Program for the then current academic year.

22. **Non-Discrimination**

Neither the Sponsoring Institution nor CHLA shall discriminate against any person on the basis of his/her sex, sexual orientation or preferences, gender, gender identity, race, color, religion, national origin, ancestry, age, marital status, pregnancy, childbirth, or any other condition or characteristic protected by federal, state or local law, ordinance or regulation.

23. **Notices**

Any notice or other communication required or permitted under this Agreement shall be in writing and will be deemed given: (i) as of the date it is delivered by hand or by fax (with appropriate acknowledgment of receipt); (ii) three (3) business days after having been mailed, postage prepaid, first class, certified mail, return receipt requested; or (iii) the next business day after having been sent, shipping prepaid, return receipt requested, by nationally recognized overnight courier service, in each case to the receiving party at the address listed below the applicable party's signature hereto or such other address as may subsequently be specified in writing in accordance with this Section 23, or such other address as provided by a party, from time to time, pursuant to this Section 23, including a copy to the following address:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: Hospital Director
Attn: Designated Institutional Official

Children's Hospital Los Angeles
GME Office
4650 Sunset Blvd. MS #71
Los Angeles, CA 90027
Attn: Designated Institutional Official

24. **Exclusion**

Sponsoring Institution represents and warrants to CHLA that as of the Effective Date and throughout the Term, Sponsoring Institution, and any of its employees, or any entity in which Sponsoring Institution has a direct or indirect ownership interest, is not now, nor have they ever been: (i) convicted of a criminal offense related to health care; or (ii) excluded, debarred, or otherwise deemed ineligible for participation in a "Federal health care program" as defined at 42 U.S.C. 1320a-7b(f) (or any successor statute) or in any other governmental payment program. Sponsoring Institution shall immediately notify CHLA of any conviction referenced in section (i) and upon Sponsoring Institution's receipt of any indication, whether or not official, that Sponsoring Institution may be excluded or debarred from any Federal health care program for any reason during the Term. The representation and warranty set forth in this Section 24 shall be ongoing, and Sponsoring Institution shall notify CHLA of any change in the status of this representation.

25. **Survival**

Notwithstanding anything herein to the contrary, the provisions of Sections 7-10, 12-20, 23, 25-28 shall survive the expiration or termination of this Agreement.

26. **Cumulation of Remedies**

The various rights, options, elections, powers, and remedies of the respective parties contained in, granted, or reserved by this Agreement, are in addition to any others that the parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

27. **Entire Agreement; Amendments**

This Agreement, including Exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force and effect. The Agreement shall not be changed orally, but may be amended at any time by a written Amendment executed by all parties.

28. **Authorization**

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date first above written.

CHILDREN'S HOSPITAL LOS ANGELES

BY: _____

Paul S. Viviano
President and CEO

Date

BY: _____

Rima Jubran, MD MPH MACM
Designated Institutional Officer

12-17-2020

Date

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

BY: _____

Name:
Chair, Board of Supervisors

Date

BY: _____

Dotun Ogunyemi, MD
Designated Institutional Official
Graduate Medical Education

Date

CHLA



**PROGRAM LETTER OF AGREEMENT
to the
EXISTING MASTER AFFILIATION AGREEMENT
for
GRADUATE MEDICAL EDUCATION
between
ARROWHEAD REGIONAL MEDICAL CENTER
and
CHILDREN'S HOSPITAL LOS ANGELES**

This Program Letter of Agreement ("PLA") is made and entered into as of January 5, 2021 (the "**PLA Effective Date**") by and between County of San Bernardino on behalf of Arrowhead Regional Medical Center ("**Sponsoring Institution**") and Children's Hospital Los Angeles ("**CHLA**") pursuant to the terms and conditions of the existing Master Affiliation Agreement for Graduate Education covering Sponsoring Institution's Residents within the United States rotating to the CHLA Training Facilities (the "**Agreement**"). Unless otherwise defined herein, all terms used in this PLA will have the same meaning as in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this PLA, the terms of this PLA will govern and control. Sponsoring Institution and CHLA may individually be referred to herein as a "**party**" or collectively as the "**parties**."

1. Responsible Persons

A. CHLA Responsible Person:

L. Agurs, MD
Program Director
Program of Pediatric Neurology
Email: lagurs@chla.usc.edu
Phone: (323)361-2471

B. Sponsoring Institution Responsible Person:

Elias Giraldo MD
Program Director
Program of Neurology
Email: GiraldoE@armc.sbcounty.gov
Phone: (909) 580-1369

2. Responsibilities of Program Director at Sponsoring Institution

Dr. **Giraldo** at Sponsoring Institution, develops curriculum, approves the designation of teaching staff and assigns Residents to ensure an educational experience, which meets the ACGME Program Requirements for Residency Education. The Sponsoring Institution's Program Director, working with the faculty, determines the educational goals and objectives to be achieved through rotations of Residents to other institutions. The Sponsoring Institution's Program Director is responsible for the selection of Residents and the overall coordination of the Training Program.

3. Administrative, Educational, and Supervisory Responsibility at the CHLA Training Facilities

Dr. **Agurs** will assume administrative, educational, and supervisory responsibility for the Residents while they are on rotation at the CHLA Training Facilities. This will include, but is not limited to, day-to-day supervision, evaluation, conflict resolution, conferences, etc. The teaching staff at CHLA who is responsible for supervising



Residents while on rotation will be selected by Dr. **Agurs** with the concurrence of the Program Director at Sponsoring Institution.

4. Training Program Goals and Objectives

A. Goals of the Resident Rotation:

See attached

B. Competency-Based Objectives:

See attached

C. Decision-Making and Value Judgment Skills:

See attached

5. Resident Rotation Schedule

The exact rotation schedule will be determined upon the start date as 1 – 2 residents will rotate at a time per academic year.

6. Methodology to Accomplish Training Program Goals and Objectives

CHLA will provide clinical and observational opportunities that are of educational value to the Arrowhead Regional Medical Center residents. The residents' duties and responsibilities include evaluation of all assigned patients and presentation of the patient for discussion to a full-time staff attending at CHLA.

7. Activities

The Program Director at Sponsoring Institution is responsible for the oversight of all Resident activities. While at the CHLA Training Facilities, the Residents will take an active role in availing themselves of all educational opportunities. The responsibility for teaching, supervision and the formal evaluation of the Residents' performances are the duties of CHLA faculty as directed by Dr. **Agurs**. The educational policies and procedures governing Resident activity will conform to the ACGME Essentials of Accredited Residencies, including the Program Requirements and Institutional Requirements. CHLA agrees to provide policies and procedures and facilities that meet the relevant ACGME Institutional requirements.

8. Period of Assignment, Financial Arrangements, and Benefits

A. Changes in assignments may be made at the discretion of the Program Directors, based on educational content.

B. Sponsoring Institution will assign **Neurology** Residents at the PGY-3 level for 3 month/s rotation per academic year at the CHLA Training Facilities.

C. Sponsoring Institution will continue to provide salaries/stipends, benefits and professional liability insurance coverage with no reimbursement from CHLA, during the time that residents are rotating to CHLA. The professional liability insurance to cover Sponsoring Institution and its Residents while at the



Training Facilities shall be at levels not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

- D. Residents will be under the general directives of the policies of Sponsoring Institution, with regard to benefits, leave time, etc.

9. Formal Evaluations of Residents

Evaluations will be done in accordance with standard written evaluation forms used at Sponsoring Institution (“**Evaluation Forms**”). Evaluation Forms will be forwarded to the CHLA Program Director for completion. Residents will have an opportunity to evaluate the faculty and Training Program at CHLA. The policies and procedures for discipline of Residents are those of the Sponsoring Institution. Dr. Agurs at CHLA can request the removal of a Resident in accordance with Section 3 of the Agreement. An Evaluation Form and documentation for dismissal of the Resident must be transmitted within 48 hours of CHLA’s request to remove such Resident. The Residents must comply with the medical staff policies of CHLA and are required to complete medical records, operative reports, and other required documentation of patient care in which they participate.

10. HIPAA

Each party shall comply with all federal and state laws governing the confidentiality and privacy of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations.

11. Term and Termination of PLA

This PLA will be valid from Effective Date until January 4, 2026, unless otherwise modified or terminated by either party. Either party, acting with or without cause, may terminate this PLA for any reason or for no reason upon 30 days’ written notice to the other party at the address set forth in Section 23 of the Agreement. Termination of this PLA shall not constitute termination of the Agreement unless otherwise specified by the terminating party in writing.

12. Acceptance and Authority

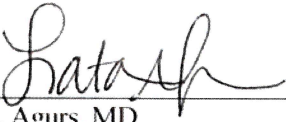
Upon execution by both parties, this PLA is incorporated into the Agreement and is subject to its terms and conditions. The undersigned individuals represent that they are fully authorized to execute this PLA on behalf of the named parties.

[SIGNATURES ON FOLLOWING PAGE]




IN WITNESS WHEREOF, this PLA has been executed by the parties hereto as of the PLA Effective Date first above written.

CHILDREN'S HOSPITAL LOS ANGELES

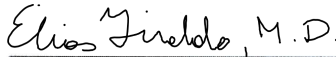
BY: 
L. Agurs, MD
Program Director

12/17/2020
Date

BY: 
Rima Jubran, MD MPH MACM
Designated Institutional Officer

12-17-2020
Date

County of San Bernardino on behalf of Arrowhead Regional Medical Center

BY:  E. Giraldo, M.D.
E. Giraldo, MD
Program Director

12/17/2020
Date

BY: _____
D. Ogunyemi, MD
Designated Institutional Official
Graduate Medical Education

Date