

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



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	American Medical Association
Contractor Representative	Tamika Murphy
Telephone Number	312-464-4197
Contract Term	May 5, 2021- Dec 31, 2025
Original Contract Amount	Not to exceed \$40,000
Amendment Amount	N/A
Total Contract Amount	Note to exceed \$40,000
Cost Center	8242

Briefly describe the general nature of the contract: American Medical Association Membership (AMA) Resident Group Agreement in the not-to-exceed amount of \$40,000, for license to access and use the Web-based training known as GME Competency Education Program ("GCEP") for the contract period beginning May 5, 2021 and continuing through December 31, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 4/6/2021

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

4/13/21

**GME Competency Education Program
Association for Hospital Medical Education
Resident Group AMA Membership Agreement**

This Agreement is made effective as of the last date signed ("Effective Date") by the American Medical Association ("AMA"), located at 330 North Wabash Avenue, Suite 39300, Chicago, IL 60611 and County of San Bernardino on behalf of Arrowhead Regional Medical Center ("Medical Group" or "MG") located at 400 N. Pepper Ave, Colton, CA 92324.

I. Membership in the AMA

- A. As a pilot program benefit of AMA membership, Medical Group is hereby granted a non-exclusive license to access and use the Web-based training known as GME Competency Education Program ("GCEP"). Medical Group Residents admitted to Medical Group for a mid-year term shall be entitled to access the GCEP upon their admission to Medical Group so long as this Agreement is in effect and provided that Medical Group has registered such Medical Group Residents as required herein and has completed any GCEP Internet and/or Web site connectivity and implementation requirements.
- B. In consideration of timely payment by Medical Group to the AMA of the aggregate membership fee determined as provided below, the AMA shall provide Medical Group's eligible resident physicians with the AMA Membership benefits listed on Exhibit A. For purposes of this Agreement, "Medical Group Residents" shall be defined as physicians (medical doctors or doctors of osteopathy only) who are residents or fellows in a Medical Group sponsored program. Medical Group Residents shall only become AMA members if Medical Group complies with the terms set forth in Section II below.
- C. Membership in the AMA shall begin in the 2021 membership year. The AMA membership year is on a calendar year basis.
- D. Membership in the AMA is available only to those Medical Group Residents who meet the AMA criteria for membership. To be eligible for AMA membership, each Medical Group Resident covered by this Agreement must uphold the AMA Principles of Medical Ethics as interpreted in the Code of Medical Ethics and comply with the Bylaws of the AMA and the Rules of the AMA Council of Ethical and Judicial Affairs. The AMA shall notify each Medical Group Resident of the AMA's eligibility requirements and shall retain the right to reject any such resident who does not comply with the AMA's requirements. The Principles and Code of Medical Ethics are available at www.ama-assn.org/go/ceja. If the AMA determines that a Medical Group Resident has violated the Principles of Medical Ethics, that determination may be reported to the National Practitioner Data Bank.
- E. Subject to applicable laws and to its internal policies, Medical Group shall notify the AMA Office of General Counsel of any final determinations of which Medical Group may become aware of violations of the Principles of Medical Ethics or other unethical conduct of Medical Group Residents, including felony or fraud convictions.
- F. AMA memberships are not transferable.

II. Medical Group's Representations and Undertakings

- A. Medical Group represents that it is currently accredited by and for the duration of this Agreement will remain accredited by the Accreditation Council for Graduate Medical Education (ACGME) as an institutional sponsor of residency training or the American Osteopathic Association as an Osteopathic Postdoctoral Training Institution (AOA OPTI). If Medical Group fails to maintain such accreditation, Medical Group shall immediately notify the AMA.
- B. Medical Group will provide the AMA, within thirty (30) days of the Effective Date, a roster listing each Medical Group Resident to be provided AMA membership for 2021. The roster shall include the information described, and in the format indicated, in Exhibit B. If this Agreement is renewed, an updated roster will be provided to the AMA by November 1 for the next calendar year.
- C. Medical Group will participate in resident user engagement activities, as determined by the AMA, including the following:
- (a) Promote agreed upon AMA led educational seminar or activity held at the residency institution or offered as a webinar to Medical Group Residents.
 - (b) Co-sign GCEP communication provided by AMA (email or print letter) to Medical Group Residents who are completing their residency training. Medical Group will have the opportunity to review content prior to distribution.
 - (c) Distribute quarterly GCEP e-mails provided by AMA to Medical Group Residents. Medical Group will have the opportunity to review content prior to distribution.
 - (d) Distribute and promote yearly GCEP survey provided by AMA to Medical Group Residents.
- D. As a member of AHME, Medical Group is eligible for a 10% discount off of the standard group resident membership fee as long as all Medical Group residents remain AHME members. Medical Group shall pay the membership fee for each eligible Medical Group Resident reflected on the Medical Group's roster provided to the AMA on the following basis:

Range of Residents at the Institution	Standard Group Resident Discounted GCEP membership price	AHME Discounted GCEP membership price
0-50	\$45.00	\$40.50
51-200	\$40.00	\$36.00
201-400	\$35.00	\$31.50
401-1000	\$25.00	\$22.50
1,001-1,500	\$19.00	\$17.10
1,501–2,000	\$15.00	\$13.50

- E. The AMA reserves the right to adjust the membership fee owed by Medical Group as evidenced by the number of physicians included on the roster submitted. After receipt of Medical Group's roster, the AMA shall issue an invoice for the applicable membership year for those physicians who were matched to an AMA issued Medical Education ("ME") number; as additional records are matched a subsequent invoice will be issued. If Medical Group supplements its roster, a subsequent invoice will be issued. If Medical

Group fails to submit a roster within the time periods set forth herein, the AMA may issue an invoice based on the most current roster provided by Medical Group. Medical Group shall pay each AMA membership invoice in a single payment within thirty (30) days after issuance of the invoice. No other dues discounts shall apply.

- F. If, in the course of the calendar year, additional Medical Group Residents eligible for AMA membership join Medical Group (whether by merger, acquisition or otherwise), Medical Group shall promptly supplement the roster previously provided to the AMA. The AMA shall invoice Medical Group for such additional AMA memberships for the balance of the current year at the rates which would apply if the additional Medical Group Residents had been included in the initial roster.

No refund will be paid by the AMA to Medical Group if a Medical Group Resident (a) resigns or is removed from AMA membership, (b) ceases to be associated with Medical Group, or (c) dies.

III. Conditions Regarding Use of GCEP

- A. Medical Group acknowledges that the AMA, Ohio State Medical Association and Ohio State University Medical Center (collectively, "GCEP Parties") are the sole owners of the GCEP. Medical Group further acknowledges that the GCEP and any accompanying documentation have been created at substantial cost and contain valuable, confidential information, including trade secrets.
- B. This Agreement is contingent upon the AMA's continued right to offer the GCEP and AHME discount in addition to payment of the then-current membership fee by Medical Group. If the AMA becomes unable to offer the GCEP or AHME discount, the AMA shall provide written notice to Medical Group. If the AMA terminates this Agreement because it is unable to offer the GCEP and Medical Group has pre-paid membership dues for the next calendar year, the AMA will refund such dues to Medical Group.
- C. Use of the GCEP other than as specifically provided for in this Agreement is prohibited. Neither Medical Group nor Medical Group Residents may copy, alter, translate, decompile, disassemble, reverse engineer or create derivative works of the GCEP. The right to access or use the GCEP is limited to those Medical Group Residents registered with the AMA and for whom Medical Group has paid the applicable fee. Neither Medical Group nor Medical Group Residents shall transfer copies of the GCEP to other institutions or to any other entity or individual not specifically authorized herein.
- D. As outlined in Exhibit C, Medical Group and Medical Group Residents shall use the GCEP solely for teaching and instruction, study, review and analysis. Neither Medical Group nor Medical Group Residents shall use the GCEP for any other purpose including, but not limited to, the production of additional or other programs or documents, including articles and studies, or reproduction of all or part of the GCEP in any medium whatsoever.
- E. Medical Group and Medical Group Residents shall use their best efforts to safeguard the GCEP to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, or distribution, in whole or in part, in any form shall be made. Medical Group acknowledges that unauthorized use and/or copying will be harmful to the GCEP Parties and may not be fully remediable through monetary damages. Should such unauthorized use and/or copying occur through any actions or

omissions of Medical Group, Medical Group and Medical Group Residents shall do all things necessary to facilitate the cessation of such unauthorized use and/or copying.

- F. Medical Group may customize its Web site for the GCEP only in the header, which customization may include course assignments that appear on the Medical Group's Resident Homepage; the logo, and name of Medical Group.
- G. Medical Group shall provide the AMA with the name, telephone number and email address of a GCEP Site Administrator, who shall administer the GCEP on behalf of Medical Group in accordance with Exhibit C.
- H. Medical Group shall electronically submit its roster of registered participants in the format designated by the AMA to the Program Administrator at gcep@ama-assn.org. Unless the AMA otherwise instructs, Medical Group shall provide the following information: (a) name of medical group, (b) number of registered resident and fellow GCEP participants, (c) number of other registered GCEP participants, including Program Administrators and other registered participants. Such submission shall be deemed registration with the GCEP.
- I. THE GCEP IS LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE GCEP PARTIES DISCLAIM RESPONSIBILITY FOR ANY ERRORS IN THE CONTENT AND FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USES, NONUSE, OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE CONTENT. THE GCEP PARTIES DO NOT WARRANT THAT THE GCEP AND ITS CONTENT WILL BE UNINTERRUPTED OR WITHOUT ERROR. THE GCEP PARTIES DO NOT WARRANT THAT THE GCEP WILL MEET MEDICAL GROUP'S REQUIREMENTS, INCLUDING MEDICAL GROUP'S USE OF THE GCEP TO MEET ACCREDITATION COUNCIL FOR GRADUATE MEDICAL EDUCATION (ACGME) CORE COMPETENCIES. MEDICAL GROUP REMAINS RESPONSIBLE FOR DETERMINING ITS COMPLIANCE WITH ACGME CORE COMPETENCIES.
- J. THE GCEP PARTIES ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE AND ARE NOT DISPENSING MEDICAL SERVICES BY OFFERING THE GCEP. IN NO EVENT WILL THE GCEP PARTIES BE LIABLE TO MEDICAL GROUP OR TO ANY OTHER PARTY FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE GCEP.
- K. Any written notice or communication regarding the GCEP shall be sent to:

GME Competency Education Program
c/o American Medical Association
330 North Wabash Avenue, Suite 39300
Chicago, IL 60611
Attn: Vice President, Health System & Group Partnerships

Technical and customer support questions concerning the GCEP may be directed to the AMA at (312) 464-4518 or gcep@ama-assn.org.

IV. Term, Renewal and Termination

- A. This Agreement shall begin in the 2021 calendar year and shall continue for a term of five (5) years, unless earlier terminated by the parties under the provisions of this Agreement.
- B. Each party may terminate this Agreement for any reason with thirty-days advance written notice to the other party.
- C. The AMA may terminate this Agreement at any time if Medical Group fails to timely pay the membership fee due the AMA or otherwise breaches its representations or undertakings.
- D. If this Agreement is terminated prior to the end of a calendar year, the Medical Group Residents who are otherwise qualified will remain AMA members for the remainder of such calendar year, and Medical Group shall not be entitled to any refund of membership fees.
- E. Upon expiration or termination of this Agreement for any reason, (i) any rights of Medical Group and of Medical Group Residents to access the GCEP will terminate, but (ii) any disclaimers or limitations of liability of the GCEP Parties, including the provisions of Sections III (I) and (J) above, shall survive such expiration or termination.
- F. In the event the GCEP Parties determine, in their sole discretion, to terminate their relationship and cease offering the GCEP, the AMA, on behalf of the GCEP Parties, shall provide Medical Group with written notice thirty (30) days prior to termination of this Agreement.

V. Miscellaneous

- A. If Medical Group receives ME numbers from the AMA pursuant to this Agreement, Medical Group shall not distribute such numbers to any third party without the written consent of the AMA.
- B. Any rights or obligations contained herein that by their nature should survive termination of this Agreement including, but not limited to, representations, warranties, and intellectual property rights, shall survive termination.
- C. If any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, the remaining provisions shall remain in full force and effect in such jurisdiction and shall be liberally construed so as to effectuate the purpose and intent of the parties. In addition to the foregoing, if Medical Group is a public agency or institution and any portion of this Agreement violates a statute or regulation applicable to Medical Group, that portion of this Agreement will not apply but such inapplicability shall not affect the validity or enforceability of the remainder of this Agreement.
- D. No party shall be liable for any delay caused by acts of God, restrictions imposed by law or government regulation, or other acts beyond their reasonable control. A party claiming Force Majeure shall immediately notify the other party and shall make all reasonable efforts to mitigate the effects of the Force Majeure event upon its performance. In no event shall any party be liable for special, incidental or consequential damages.

- E. The waiver of, or the failure to claim, a breach or a default under any of the provisions of this Agreement shall not be, or be deemed to be, a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms of this Agreement.
- F. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other.
- G. This Agreement, including the Exhibits hereto, constitutes the entire Agreement between the parties relating to the subject matter hereof. The parties may modify or amend this Agreement only by a signed written document.
- H. 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.

County of San Bernardino on behalf of
Arrowhead Regional Medical Center

By: Curt Hagman MAY 04 2021
Date

Curt Hagman
Printed Name
Chairman, Board of Supervisors
Title

American Medical Association

By: James Gilligan 4/6/2021
Date

James Gilligan
Printed Name
VP, Health System & Group Partnerships
Title

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

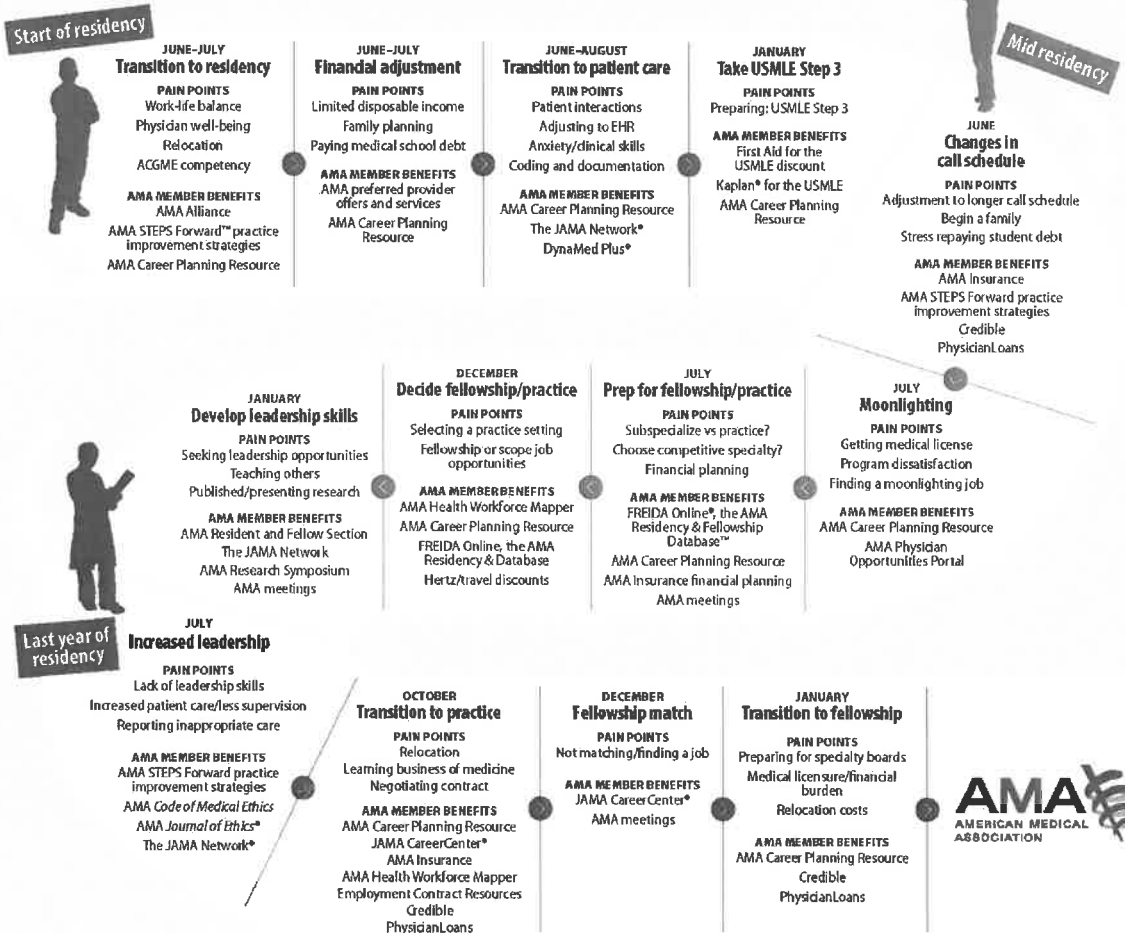
By: [Signature]
Deputy

EXHIBIT A

AMA Membership Benefits

AMA member benefits provide support for residents when they need it.

Along with the GME Competency Education Program, the American Medical Association has many other offerings to help your residents succeed throughout each phase of residency.



© 2017 American Medical Association. All rights reserved. 17-00258/400.3/17

EXHIBIT B

Membership Roster Layout

Roster information should be emailed to gcep@ama-assn.org and provided using the Standard Membership Record Layout:

- Microsoft Excel

If Medical Group submits Medical Education (ME) numbers, the information within the box below (Positions 1 through 99) must also be provided. If Medical Group does not provide ME numbers, additional demographic information (Positions 100 through 210 and Positions 275 through 791) must be provided for identification purposes. **Email address information (Positions 211-274) must be provided if available.**

Position	Length	Description	Format
1-11	11	ME number (if available)	11 character text string
12-19	8	Date of Birth	MMDDYYYY
20-25	6	Amount Paid	Example: 004500
26-27	2	Membership Year	YY
28-29	2	Product Code	##
30-59	30	Last Name	
60-79	20	First Name	
80-99	20	Middle Name	
100-103	4	Gender	
104-109	6	Address Begin Date (if known)	MMYYYY
110-139	30	Home Street Address – Line 1	
140-169	30	Home Street Address – Line 2	
170-189	20	City	
190-191	2	State Abbreviation	
192-196	5	Zip Code	
197-200	4	Telephone Number Type*	
201-210	10	Telephone Number	
211-214	4	Email Address Type*	
215-274	60	Email Address	
275-282	8	Residency Begin Date	
283-290	8	Residency End Date	
291-315	25	Institution Name	
316-340	25	Program Name	
341-370	30	Program Director Last Name	
371-390	20	Program Director First Name	
391-394	4	Program Year	
395-454	60	Program Director Email Address	
455-484	30	Maiden/Former Last Name	
485-504	20	Former First Name	
505-524	20	Former Middle Name	
525-779	255	Medical School	
780-783	4	Year of Graduation	YYYY
784-791	8	ECFMG Number	Numeric only

- Indicate type using the following codes:
Type = Code
Home = Home
Office = Prof
Both = Both

EXHIBIT C

GME Competency Education Program

Educational Content GCEP Modules. GCEP modules come in a variety of interactive formats which include animation, case vignettes and critiqued, mock simulations to help residents visualize how the content will be applicable in their daily practice. Content will focus on topics derived from the Accreditation Council for Graduate Medical Education (ACGME) core competencies and Milestones, as well as other important content areas that promote the personal and professional development of Graduate Medical Education trainees.

Delivery Mechanism. GCEP modules will be recorded and made available via the Internet through a secured Web site.

Features. The GCEP will include the following features:

- Visual and audio presentations in HTML5 format (tablet compatible)
- Ability to email questions regarding the module
- 24-hour access to modules
- Online quizzes following each module
- Module evaluation and satisfaction survey
- Tools to manage individual user accounts and track completion by user
- Certificate of completion
- Customization of summary data to fit institutional needs
- Ability to customize module assignments
- Ability to send notifications to users

GCEP Technical Requirements.

- Internet Explorer 11.0 or greater, Safari and Apple iOS or Google Chrome
- For tablet mobile devices browsers native to the device are supported for Learners
- Adobe Acrobat Reader 9.0 or greater
- Flash Player 10.0 or greater
- Speakers for audio

Customer Support.

- **Level 1:** Medical Group shall designate a Site Administrator to administer the GCEP on behalf of Medical Group and serve as the initial contact to answer technical inquiries from registered participants and to resolve technical problems with the GCEP. The Site Administrator shall make best efforts to reply to registered participants inquiries and/or resolve technical problems within the same day.
- **Level 2:** If the Site Administrator is unable to resolve the technical problem or inquiry, Site Administrator shall contact the AMA for customer support.
- **Level 3:** If the AMA is unable to resolve Medical Group's problem or inquiry, the AMA shall work with the GCEP software vendor toward final resolution.

GCEP Site Administrator Responsibilities. The Site Administrator's responsibilities include the following:

- Administer the GCEP and serve as an information resource for all GCEP users at the institution.
- Complete training on how to administer the GCEP. Initial Site Administrator training is included at no additional cost.
- Train other users at own institution on to how to use the GCEP.
- Submit a roster of registered participants to the AMA in the format provided in Exhibit B.
- Grant user access rights and privileges for GCEP functionality including reporting.
- Validate reports are set up according to the institution's requirements.