



AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS

Friday, September 11, 2020

2:00 PM

IN AN EFFORT TO PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS), AND IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20, THERE WILL BE NO PUBLIC LOCATION FOR ATTENDING THIS BOARD MEETING IN PERSON. MEMBERS OF THE PUBLIC MAY JOIN THE MEETING BY FOLLOWING THE INSTRUCTIONS BELOW:

Meeting Information

Meeting link: <https://sangorgoniomemorialhospital-ajd.my.webex.com/sangorgoniomemorialhospital-ajd.my/j.php?MTID=m1c75516b39d5bd5c8fc8a51090f9ad23>

Meeting number: 126 434 0831

Password: 1234

More ways to join

Join by video system

Dial: [1264340831@webex.com](https://sangorgoniomemorialhospital-ajd.my.webex.com)

You can also dial: 173.243.2.68 and enter your meeting number.

Join by phone

+1-510-338-9438 USA Toll

Access code: 126 434 0831#

Password: 1234#

Emergency phone number if WebEx tech difficulties

951-846-2846

Code: 8710#

THE TELEPHONES OF ALL MEMBERS OF THE PUBLIC LISTENING IN ON THIS MEETING MUST BE "MUTED".

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at (951) 769-2160. **Notification 48 hours prior to the meeting** will enable the Hospital to make reasonable arrangement to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II].

TAB

I. Call to Order

S. DiBiasi, Chair

II. Public Comment

Members of the public who wish to comment on any item on the agenda may submit comments by emailing publiccomment@sgmh.org on or before 1:00 PM on Friday, September 11, 2020, which will become part of the board meeting record.

NEW BUSINESS

- III. * **Proposed Action – Approve Affiliation Agreement between SGMH and the Regents of the University of California** S. Barron A
(on behalf of the UCR School of Medicine for Fellows, Residents, and/or Students)
▪ **ROLL CALL**

- IV. **ADJOURN** S. DiBiasi

***Action Required**

In accordance with The Brown Act, *Section 54957.5*, all public records relating to an agenda item on this agenda are available for public inspection at the time the document is distributed to all, or a majority of all, members of the Board. Such records shall be available at the Hospital Administration office located at 600 N. Highland Springs Avenue, Banning, CA 92220 during regular business hours, Monday through Friday, 8:00 am - 4:30 pm.

Certification of Posting

I certify that on September 9, 2020, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of San Gorgonio Memorial Hospital, and on the San Gorgonio Memorial Hospital website, said time being at least 24 hours in advance of the special meeting of the Board of Directors
(*Government Code Section 54954.2*).

Executed at Banning, California, on September 9, 2020



Ariel Whitley, Administrative Assistant

TAB A

**MASTER AFFILIATION AGREEMENT
BETWEEN
AFFILIATE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** on behalf of the
**UNIVERSITY OF CALIFORNIA, RIVERSIDE SCHOOL OF MEDICINE
FOR FELLOWS, RESIDENTS AND/OR STUDENTS**

THIS MASTER AFFILIATION AGREEMENT ("MAA" or "AGREEMENT") is by and between **SAN GORGONIO MEMORIAL HOSPITAL** ("AFFILIATE"), whose principal place of business is located at Banning, CA, and The Regents of the University of California, on behalf of the **UNIVERSITY OF CALIFORNIA AT RIVERSIDE (UC RIVERSIDE)** ("SCHOOL"), located at 900 University Ave., School of Medicine, Education Building, Riverside, CA 92521, with reference to the following facts:

WHEREAS, SCHOOL is engaged in the education of medical students, and sponsors graduate medical education programs ("Programs") for fellows, and resident physicians, (hereinafter collectively referred to as "TRAINEES") and desires access to facilities in which TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, the Liaison Committee of Medical Education ("LCME") accredits medical education programs leading to the MD degree in the United States, and the Accreditation Council for Graduate Medical Education ("ACGME") establishes and oversees the requirements for graduate medical education programs;

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical experience to TRAINEES, and AFFILIATE desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEES obtain their clinical experience at AFFILIATE's facilities through an affiliation with SCHOOL in accordance with the requirements of the ACGME.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, AFFILIATE and SCHOOL agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees to:

- A. Establish the educational requirements, goals and objectives of its Programs in a manner consistent with the standards and requirements set forth by SCHOOL, the LCME and by the ACGME for Institutional accreditation. Such goals and objectives shall reflect SCHOOL's commitment to provide education and training to TRAINEES as more specifically set forth in separate Program Letter(s) of Agreement ("PLA") which have been or will be signed by authorized representatives of AFFILIATE and SCHOOL, and are incorporated herein by this reference.

- B. Ensure that SCHOOL and AFFILIATE provide TRAINEES with an environment of respect, dignity and support, and SCHOOL and AFFILIATE jointly and equally bear responsibility for ensuring that there is zero tolerance of mistreatment of TRAINEES.
- C. Designate a member of SCHOOL's faculty to provide coordination, oversight and direction of TRAINEES' educational activities and assignments while at AFFILIATE. Such person shall be the SCHOOL's liaison with AFFILIATE. He/she should be certified by the applicable specialty board in the discipline of the SCHOOL's specific program or should possess suitable equivalent qualifications as an instructor, clinician, and/or administrator, as determined by SCHOOL.
- D. At least sixty (60) days prior to a resident's or fellow's anticipated start date at AFFILIATE provide to the appropriate AFFILIATE Division/Department the name of each resident/fellow, and his/her classification, level of responsibility, objectives for learning, his/her proposed assignment, and documentation of good health status for transmittal to AFFILIATE's Graduate Medical Education Office to permit AFFILIATE to verify that the Trainee (i) is in good standing with School; (ii) is free from contagious disease and does not otherwise present a health hazard to AFFILIATE's patients, employees, volunteers or guests; (iii) if a resident or fellow, is licensed to practice medicine in California (with the exception of PGY-1 and PGY-2 and commissioned military medical officers); and to allow for convenient planning of duty schedules.

At least thirty (30) days prior to a student's anticipated start date at AFFILIATE provide to the appropriate AFFILIATE Division/Department the name of each student, and his/her classification, level of responsibility, objectives for learning, his/her proposed assignment, and documentation of good health status for transmittal to AFFILIATE's Undergraduate Medical Education Office to permit AFFILIATE to verify that the Trainee (i) is in good standing with School; (ii) is free from contagious disease and does not otherwise present a health hazard to AFFILIATE's patients, employees, volunteers or guests.

- E. Submit all required and any additional requested information to the Hospital's Graduate Medical Education Office at least sixty (60) days in advance of each Trainee's start date to allow AFFILIATE to complete the verification process.
- F. Cooperate with AFFILIATE in coordinating and reviewing work schedules of TRAINEES while at AFFILIATE. At any time, a patient of AFFILIATE may exercise his/her right to refuse care by a TRAINEE.
- G. Establish formal policies concerning medical education and patient care, duty hours, supervision and working conditions of TRAINEES to promote a work environment that is consistent with proper patient care and the educational needs of TRAINEES. SCHOOL's Training Handbook/Manual, including policies and guidelines, is incorporated herein by this reference.
- H. Assign SCHOOL faculty members in sufficient numbers to provide supervision and management of TRAINEES' work at AFFILIATE's facilities under the direction of the SCHOOL's liaison and as further defined in the PLA.

- I. Supervise, through the SCHOOL's liaison, TRAINEES in such a way that they assume progressively increasing responsibility according to their level of education, ability, and experience. The level of responsibility accorded to each TRAINEE will be determined by the SCHOOL's liaison. While on rotation at AFFILIATE, TRAINEES' activities will also be supervised by physicians who are AFFILIATE Medical Staff Members. SCHOOL's liaison will be available to AFFILIATE to coordinate TRAINEES' duty schedules and activities while at AFFILIATE.
- J. Oversee evaluation of the performance of TRAINEES to include, where appropriate, input from AFFILIATE.
- K. Maintain records and reports concerning the education of TRAINEES and of TRAINEES' time spent in the various educational activities referred to in this AGREEMENT, as may be required by SCHOOL, ACGME, and/or for compliance with the regulations, guidelines, and policies of third-party payors.
- L. Provide education to TRAINEES with respect to Occupational Safety and Health Administration (OSHA) regulations governing exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, effective March 6, 1992, as may be amended or superseded, including but not limited to information and training in the following areas: (a) hazards associated with blood and other potentially infectious materials; (b) protective measures to be taken to minimize risk of occupational exposure to bloodborne pathogens; (c) appropriate actions to take in the event of exposure to blood or other potentially infectious material; and (d) the value of the Hepatitis B vaccination and necessity for post-exposure evaluation and follow-up.
- M. Require assigned TRAINEES to conduct themselves in a professional manner, refrain from engaging in unethical or disruptive behavior and resolve conflicts in an appropriate manner at all times. TRAINEES are expected to report all disruptive behavior or harassment that is directed at them, or that they observe, to the Associate Dean for Graduate Medical Education for Resident Trainees or to the Senior Associate Dean for Education for Medical Students. All TRAINEES who report disruptive or unethical behavior will be protected from reprisal or retaliation.
- N. Require assigned TRAINEES to participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL's Program, consistent with the requirements of ACGME.
- O. Require assigned TRAINEES to participate, consistent with the terms of this AGREEMENT, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury.
- P. Require assigned TRAINEES to cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on

forms provided by AFFILIATE. The medical record shall, at all times, remain the property of AFFILIATE.

- Q. Submit to AFFILIATE's Graduate Medical Education Office, at least annually, confidential written evaluations of supervising clinicians and of the educational experiences of TRAINEES at AFFILIATE.
- R. Instruct TRAINEES to exercise the utmost diligence to protect and safeguard AFFILIATE records and information to which they have access, including but not limited to, policies and forms developed by AFFILIATE, patient medical records, Medical Staff records and other confidential AFFILIATE information ("Hospital Confidential Information") and to not disclose it to any other person or entity or use Hospital Confidential Information in any manner or for any purpose other than as related to performance under this AGREEMENT.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees to:

- A. Designate, after consultation with SCHOOL, a person to coordinate TRAINEES' duty schedules and activities (Site Director) while at AFFILIATE as described in PLA(s).
- B. Provide adequate Medical Staff and facilities at its premises to meet the educational goals and objectives of the SCHOOL, in a manner consistent with the standards and requirements established by SCHOOL, the LCME and the ACGME.
- C. Require assigned TRAINEES to conduct themselves in a professional manner, refrain from engaging in unethical or disruptive behavior and resolve conflicts in an appropriate manner at all times. TRAINEES are expected to report all disruptive behavior or harassment that is directed at them, or that they observe, to the Associate Dean for Graduate Medical Education for Resident Trainees, or to the Senior Associate Dean for Education for Medical Students. All TRAINEES who report disruptive or unethical behavior will be protected from reprisal or retaliation.
- D. Ensure that TRAINEE duty hours and on-call time periods are not excessive and follow AFFILIATE GME Policies and ACGME requirements. To take after-hours call, TRAINEES must meet certain eligibility criteria, complete sepsis and airway management training, and have received prior approval from SCHOOL's Program Director and AFFILIATE's Site Director. The structuring of duty hours, and as applicable on-call schedules, must focus on the needs of the patient, continuity of care, and the educational needs of the Trainee.
- E. Provide TRAINEES with appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.
- F. Protect the health and safety of TRAINEES on rotation at AFFILIATE by providing each Trainee with:
 - 1. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care, including

HIV counseling as necessary, of TRAINEES in the event of a needle stick injury to or other exposure of TRAINEES to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by the AFFILIATE. Subsequent care shall be paid for by student's or TRAINEE'S health insurance; and

2. Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities.
- G. Conduct formal quality assurance programs and review complications and deaths. To the degree possible and in conformance with state law, TRAINEES shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.
- H. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking disciplinary or academic action against a TRAINEE. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. Notwithstanding the foregoing, AFFILIATE shall have the right, with cause as determined in the sole discretion of AFFILIATE and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any TRAINEE. The effect of such termination on the TRAINEE's status shall be governed by the policies established by the SCHOOL. Upon such termination, SCHOOL will use its best efforts to replace the terminated TRAINEE with another TRAINEE as soon as possible.
- I. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and its Graduate Medical Education Programs.
- J. Maintain full authority and responsibility for patient care and quality standards, and will maintain a level of care, which meets generally accepted standards conducive to satisfactory instruction in medicine.
- K. Provide for the orientation of TRAINEES as to AFFILIATE's rules, regulations, procedures and policies.
- L. Be responsible for ensuring that SCHOOL and AFFILIATE provide TRAINEES with an environment of respect, dignity and support, and SCHOOL and AFFILIATE jointly and equally bear responsibility for ensuring that there is zero tolerance of mistreatment of TRAINEES.

III. ACCREDITATION.

At all times during the term of this AGREEMENT, each of the parties agree to maintain all appropriate licenses, accreditations and certifications, and to be in compliance with all applicable local, state, and federal statutes and regulations, including but not limited to:

(i) state licensure, (ii) accreditation by the Joint Commission (JC); (iii) certification by the Centers for Medicare and Medicaid Services (CMS); and (iv) compliance with the Medicare conditions of participation under federal regulations.

Upon failure of either party to maintain its licensure, accreditation, and/or certification, the non-defaulting party, at its election, may terminate this AGREEMENT effective at the end of SCHOOL's academic year by giving at least thirty (30) days' written notice to the defaulting party, and thereupon, this AGREEMENT shall terminate without further liability by either party to the other.

IV. COMPENSATION.

No compensation shall be required or made between AFFILIATE and SCHOOL under this arrangement; however subsequent PLAs may include compensation.

V. STATUS OF TRAINEES.

- A. During the period in which a TRAINEE is assigned to AFFILIATE, the TRAINEE shall be under the direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her designee(s).
- B. SCHOOL and AFFILIATE agree that TRAINEES are present at AFFILIATE's facilities to participate in activities and assignments that are of educational value to TRAINEES, and that are appropriate to the course and scope of SCHOOL's Programs, consistent with the requirements of the ACGME and LCME.
- C. TRAINEES will be provided the opportunity to participate in safe, effective, and compassionate patient care, under supervision, commensurate with their level of advancement and responsibility, as determined by SCHOOL.

VI. DISCRIMINATION - PROHIBITION.

AFFILIATE and SCHOOL agree not to discriminate in the selection or acceptance of any TRAINEE pursuant to this AGREEMENT because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or SCHOOL policy.

VII. TERM.

The term of this AGREEMENT shall become effective upon final execution and shall continue in effect for five (5) years, or until earlier terminated.

VIII. TERMINATION.

- A. Termination Without Cause. Notwithstanding any other provision to the contrary, this AGREEMENT may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is earlier.
- B. Termination For Cause. In the event of a material breach of this AGREEMENT, the aggrieved party may terminate this AGREEMENT by giving sixty (60) days' prior written notice of termination to the breaching party.

IX. INSURANCE.

- A. SCHOOL, at its sole cost and expense, shall insure its activities in connection with this AGREEMENT and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:

- 1. Professional Medical and Provider Liability: (MINIMUM LIMITS)
 - a. Each Occurrence \$1,000,000
 - b. General Aggregate \$3,000,000

If such insurance is written on a claims made form, it shall provide AFFILIATE with the opportunity to maintain coverage for at least five years beyond the expiration of this AGREEMENT.

- 2. General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS)
 - a. Each Occurrence \$1,000,000
 - b. Products Completed Operations Aggregate \$3,000,000*
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$3,000,000*

* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form, it shall provide AFFILIATE with the opportunity to maintain coverage for at least five years beyond the expiration of this AGREEMENT.

- 3. Workers' Compensation Insurance as required under California state law.
- 4. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of SCHOOL as set forth in Paragraph X below.
- 5. Upon AFFILIATE's request, SCHOOL shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

B. AFFILIATE, at its own sole cost and expense, shall insure its activities in connection with this AGREEMENT and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure, as follows:

1. Professional Liability: (MINIMUM LIMITS)

- | | |
|----------------------|-------------|
| a. Each Occurrence | \$1,000,000 |
| b. General Aggregate | \$3,000,000 |

If such insurance is written on a claims made form, following termination of the AGREEMENT, coverage shall survive for five (5) years following termination of this AGREEMENT. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the AGREEMENT and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year-period.

2. General and Premise Liability: Comprehensive or Commercial Form (MINIMUM LIMITS)

- | | |
|--|--------------|
| a. Each Occurrence | \$1,000,000 |
| b. Products Completed Operations Aggregate | \$3,000,000* |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. General Aggregate | \$3,000,000* |

*((\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the AGREEMENT, coverage shall survive for a period of not less than five years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the AGREEMENT.

3. Workers' Compensation Insurance as required under California state law.

4. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of AFFILIATE as set forth in Paragraph X below.

5. Upon SCHOOL's request, AFFILIATE shall supply a certificate or certificates of insurance or self-insurance to SCHOOL, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall obligate the insurer to notify SCHOOL at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the SCHOOL. Premiums on all insurance policies shall be paid directly by AFFILIATE.

X. INDEMNIFICATION.

- A. SCHOOL shall defend, indemnify and hold AFFILIATE, its directors, officers, employees, agents and Medical Staff harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents or TRAINEES.
- B. AFFILIATE shall defend, indemnify and hold SCHOOL, its regents, directors, officers, employees, agents and TRAINEES harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, agents or Medical Staff.

XI. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this AGREEMENT or in the operation of the Programs. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, and disposition of claims of third parties arising from services performed under this AGREEMENT, and making witnesses available. SCHOOL shall be responsible for discipline of TRAINEES in accordance with SCHOOL's applicable policies and procedures. AFFILIATE and SCHOOL agree to disclose information in a manner that maintains all protections from discovery that may apply under applicable federal and state peer review law.

XII. PATIENT RECORDS ("HEALTH INFORMATION").

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this AGREEMENT shall be, and remain, the property of AFFILIATE. SCHOOL and its TRAINEES will at all times safeguard the integrity, security and confidentiality of individually identifiable health information to which they have access by virtue of this AGREEMENT including patient medical records, Medical Staff records and information, and other confidential AFFILIATE information ("Health Information"), in accordance with Hospital policies and State and Federal legal requirements, such as California's Confidentiality of Medical Information Act (COMIA) and the Health Insurance Portability and Accountability Act (HIPAA). SCHOOL will

familiarize itself with, and require those TRAINEES assigned to AFFILIATE to familiarize themselves with, the privacy and security policies of AFFILIATE applicable to Health Information; SCHOOL will require TRAINEES to comply with those policies without exception.

SCHOOL will promptly inform AFFILIATE whenever it becomes aware that its TRAINEES have failed to safeguard the integrity, security or confidentiality of AFFILIATE's Health Information. SCHOOL will cooperate with AFFILIATE to investigate and, to the maximum extent practicable, mitigate any such breach.

In the sole discretion of AFFILIATE, and pursuant to written authorization from AFFILIATE, SCHOOL may be permitted to inspect and/or duplicate, at SCHOOL's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes, subject to commonly accepted standards of protecting patient confidentiality in accordance with applicable federal, state and local laws.

XIII. USE OF NAME.

- A. SCHOOL shall have no right to identify AFFILIATE as an employer or supervisor, or otherwise use the name, logos or trademarks of AFFILIATE or of AFFILIATE's affiliates in connection with this AGREEMENT without AFFILIATE's prior written consent, which consent AFFILIATE may withhold in its sole discretion. Notwithstanding the forgoing, AFFILIATE acknowledges that SCHOOL may list its name among those institutions with whom it is affiliated for the purpose of educational training during the term of this AGREEMENT.
- B. The parties agree that any use of the "UCR" or the "University of California" name or other similar references to the University of California Riverside, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

XIV. INDEPENDENT CONTRACTORS.

Nothing contained in this AGREEMENT shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any right, power or authority of any kind to bind the other party or assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other. The relationship of the parties is, and at all times shall continue to be, that of independent contractors.

XV. NOTICES.

Any notice, report, communication or consent required or permitted by this AGREEMENT shall be in writing and shall be (a) delivered personally, (2) sent by

prepaid registered or certified mail, return receipt requested, or (c) sent by overnight express delivery service by a recognized courier, addressed to the other party at the address shown below or at such other address for which such party gives notice hereunder. Notice by personal delivery shall be deemed effective upon receipt. Notice by courier or registered mail shall be deemed effective three (3) business dates after the date sent.

If to AFFILIATE:

AFFILIATE

If to SCHOOL:

University of California, Riverside
School of Medicine
900 University Ave., School of Medicine, ED bldg.
Riverside, CA 92521
Attention: Dean, School of Medicine

Mandatory Copy to:
Director of Contracting
14350-2 Meridian Parkway
Riverside, CA 92518

XVI. GOVERNING LAW; JURISDICTION.

This AGREEMENT is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to apply to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this AGREEMENT shall be commenced in The Superior Court of Riverside County, California, , and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding. In any action or suit to enforce any right or remedy under this AGREEMENT or to interpret any provision of this AGREEMENT, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

XVII. ASSIGNMENT.

SCHOOL shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, any rights or obligations under this AGREEMENT without the prior written consent of AFFILIATE. Except as

expressly permitted herein, any purported assignment, transfer or delegation by SCHOOL shall be null and void. Subject to the foregoing, this AGREEMENT shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

XVIII. FORCE MAJEURE.

Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, (a) governmental action, laws, orders, regulations, directions or requests, or (b) acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, acts of civil and military authorities, or any causes of like or different kind beyond the reasonable control of such party; provided, however, such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

XIX. EXCLUSION LIST SCREENINGS.

SCHOOL shall screen all of its current and prospective TRAINEES, faculty, employees, and agents ("Screened Persons") if any, against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://exclusions.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this AGREEMENT any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, SCHOOL shall immediately notify Affiliate of the same. Screened Persons shall not include any TRAINEE, faculty, employee or agent who is not providing services under this AGREEMENT.

XX. ENTIRE AGREEMENT.

This AGREEMENT, together with PLAs in effect between the parties as of the date of this AGREEMENT or subsequently, constitute the entire agreement between the parties with respect to the subject matter hereof and merge all prior and contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, with respect to such subject matter.

XXI. CONSTRUCTION; WAIVER.

If for any reason a court of competent jurisdiction finds any provision of this AGREEMENT, or portion thereof, to be void, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this AGREEMENT shall continue in full force and effect. Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision, and no waiver shall be effective unless made in writing and signed by the waiving party. This AGREEMENT has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

XXII. HEADINGS.

The section and paragraph headings contained in this AGREEMENT are for the purposes of convenience only, and are not intended to define or limit the contents of the sections or paragraphs to which such headings apply.

XXIII. MODIFICATION.

This AGREEMENT shall not be altered, amended or modified in any way except by a written instrument dated subsequent to the date of this AGREEMENT and signed on behalf of AFFILIATE and SCHOOL by their respective duly authorized representatives.

XXIV. COUNTERPARTS.

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Authorized representatives of the parties execute this AGREEMENT as follows:

**AFFILIATE:
SAN GORGONIO MEMORIAL HOSPITAL**

**SCHOOL:
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, ON BEHALF OF THE
UNIVERSITY OF CALIFORNIA AT
RIVERSIDE (UC RIVERSIDE)**

By: _____
Its: _____
Date: _____

Deborah Deas, MD, MPH
Vice Chancellor of Health Affairs
Dean, School of Medicine
Date: _____

**Program Letter of Agreement
between the
Regents of the University of California, on behalf of the University of California,
Riverside, School of Medicine,
Internal Medicine Residency Program (Sponsoring Institution's Program)
and San Gorgonio Memorial Hospital (Participating Site)**

This document serves as an agreement between a Sponsoring Institution's Program and a Participating Site involved in resident education.

This Program Letter of Agreement is effective from July 1, 2020 and will remain in effect for 10 years or until updated, changed, or terminated by the Sponsoring Institution's Program and the Participating Site.

1. Persons Responsible for Education and Supervision

At Sponsoring Institution's Program: Prabhdeep Sethi, MD, Program Director

At the Participating Site: Sameh Naseib, MD Site Director

List other faculty members by name or general group: Internists, ER physicians, Intensivists, outpatient physicians

The above-mentioned faculty members are responsible for the education and supervision of the residents while rotating at the Participating Site.

2. Responsibilities

The faculty members at the Participating Site must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the ACGME Competency areas. The faculty members must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to the ACGME Program Requirements for Graduate Medical Education in the Internal Medicine specialty and are specified in the Resident Handbook.

In cooperation with the Program Director, the Site Director, and the members of the faculty at the Participating Site are responsible for the day-to-day activities of the residents to ensure the outlined goals and objectives which are detailed in Exhibit A, are met during the course of the educational experiences at the Participating Site.

The duration(s) of the assignment(s) to the participating site is (are): several months during the 3 years of training

4. Policies and Procedures that Govern Resident Education

Residents will be under the general direction of the Sponsoring Institution's and Program's policies and procedures and the Participating Site's policies as detailed in Exhibit A

Sponsoring Institution Program

Program Director Signature

Date

Designated Institutional Official Signature Date

Participating Site

Site Director Signature

Date

Exhibit A

The details of each of the rotations including goals, performance, supervision and evaluations are detailed in the program's policies and procedures and rotation description and curriculum. The planned rotations include inpatient internal medicine service, Emergency room and intensive care unit. Additional rotations may be planned as agreed upon by the program director and the site director. Details of compensation for the residents will be in a separate contract.

UCR/SGMH Residency Proforma

Holly Yonemoto, MBA

September 8, 2020

Residency Program Revenue	FY 21-22			FY 22-23			FY 23-24			FY 24-25		
	Resident FTE	Revenue Per Resident*	Total Annual Revenue	Resident FTE	Revenue Per Resident	Total Annual Revenue	Resident FTE	Revenue Per Resident	Total Annual Revenue	Resident FTE	Revenue Per Resident	Total Annual Revenue
Internal Medicine Residency					1.04			1.04			1.04	
PGY 1	3	\$ 130,994	\$ 392,982	3	\$ 136,234	\$ 408,701	3	\$ 141,683	\$ 425,049	3	\$ 147,350	\$ 442,051
PGY 2	3	\$ 130,994	\$ 392,982	3	\$ 136,234	\$ 408,701	3	\$ 141,683	\$ 425,049	3	\$ 147,350	\$ 442,051
PGY 3	3	\$ 130,994	\$ 392,982	3	\$ 136,234	\$ 408,701	3	\$ 141,683	\$ 425,049	3	\$ 147,350	\$ 442,051
Critical Care Residency												
PGY 4 Critical Care	1	\$ 130,994	\$ 130,994	1	\$ 136,234	\$ 136,234	1	\$ 141,683	\$ 141,683	1	\$ 147,350	\$ 147,350
Total Annual Revenue			\$ 1,309,940			\$ 1,362,338			\$ 1,416,831			\$ 1,473,504
Residency Program Cost												
	FY 21-22			FY 22-23			FY 23-24			FY 24-25		
	Resident FTE	Cost Per Resident	Total Annual Cost	Resident FTE	Cost Per Resident	Total Annual Cost	Resident FTE	Cost Per Resident	Total Annual Cost	Resident FTE	Cost Per Resident	Total Annual Cost
Internal Medicine Residency												
PGY 1	3	\$ 107,600	\$ 322,800	3	\$ 110,800	\$ 332,400	3	\$ 114,100	\$ 342,300	3	\$ 117,500	\$ 352,500
PGY 2	3	\$ 113,100	\$ 339,300	3	\$ 116,500	\$ 349,500	3	\$ 120,000	\$ 360,000	3	\$ 123,600	\$ 370,800
PGY 3	3	\$ 118,500	\$ 355,500	3	\$ 122,100	\$ 366,300	3	\$ 125,800	\$ 377,400	3	\$ 129,600	\$ 388,800
Critical Care Residency												
PGY 4 Critical Care	1	\$ 123,800	\$ 123,800	1	\$ 127,500	\$ 127,500	1	\$ 131,300	\$ 131,300	1	\$ 135,200	\$ 135,200
Total Annual Cost			\$ 1,141,400			\$ 1,175,700			\$ 1,211,000			\$ 1,247,300
Revenue to offset IME Cost**			\$ 168,540			\$ 186,638			\$ 205,831			\$ 226,204

*CMS Reimbursement

Germaine GME Reimbursement Consultants

Average Amount Anticipated given SGMH Cost Report as of 2019

DIRECT GME (DGME)	\$ 40,277
INDIRECT GME (IME)	\$ 86,283
IME CAPITAL	\$ 4,434
	<u>\$ 130,994</u>

** IME Indirect Medical Education is related to residents traditionally ordering additional exams and labs