

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

305



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
June 5, 2012

**SUBJECT:** Resident Training Agreement—Children's Hospital of Orange County

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Ratify the Affiliation Agreement with Children's Hospital of Orange County for Orthopaedic Surgery Resident Training rotations, and
- 2) Authorize the Chairperson to sign two (2) copies of the agreement; and
- 3) Retain copy of agreement for Clerk's files and forward one copy to Riverside County Regional Medical Center – Administration.

Riverside County Regional Medical Center (RCRMC) has accredited Accreditation Council for Graduate Medical Education (ACGME) and American Osteopathic Association (AOA) residency programs in

(continued on Page 2)

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

|                       |                               |        |                         |           |
|-----------------------|-------------------------------|--------|-------------------------|-----------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 0   | In Current Year Budget: | Yes       |
|                       | Current F.Y. Net County Cost: | \$ N/A | Budget Adjustment:      | No        |
|                       | Annual Net County Cost:       | \$ 0   | For Fiscal Year:        | 2011/2012 |

|  |   |                          |
|--|---|--------------------------|
| <b>SOURCE OF FUNDS:</b> Enterprise Funds | <b>Positions To Be Deleted Per A-30</b> | <input type="checkbox"/> |
|  | <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone and Ashley  
Nays: None  
Absent: Tavaglione and Benoit  
Date: June 26, 2012  
xc: RCRMC

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

**Prev. Agn. Ref. ATTACHMENTS FILED District: All Agenda Number:**

3.27

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 6/3/12  
Departmental Concurrence

Consent  Policy   
Consent  Policy

Dept's Recomm.:  
Per Exec. Ofc.:

**BOARD OF SUPERVISORS**

Page 2

**SUBJECT:** Resident Training Agreement–Children’s Hospital of Orange County

**BACKGROUND:**

orthopaedic surgery, anesthesiology, family medicine and general surgery. The affiliation agreement with Children’s Hospital of Orange County will provide an additional pediatric orthopaedic specialty care education, pediatric patient experience and simulation lab training exercise.

Children’s Hospital of Orange County has agreed to reimburse RCRMC for the costs of the orthopaedic surgery residents’ benefits and salary while they are assigned for their pediatric orthopaedic educational rotation at Children’s Hospital of Orange County.

**REVIEW/APPROVAL:**

County Counsel has approved the agreement as to legal form.

DB:cg

**AFFILIATION AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF RIVERSIDE**  
**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**  
**AND**  
**CHILDREN'S HOSPITAL OF ORANGE COUNTY**  
**FOR**  
**RESIDENT TRAINING**  
**IN**  
**ORTHOPAEDIC SURGERY**

JUN 26 2012 327

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1           1.3     The teaching staff responsible for the instruction and supervision of Residents shall be as  
2 designated by CHOC and as approved by the COUNTY Program Director. While obtaining training at  
3 CHOC, the clinical activities of Residents shall be directly supervised by CHOC Medical Staff member  
4 physicians in good standing who shall be called the "Supervising Physician." The Supervising Physician  
5 shall be responsible for the overall direction and management of the Residents' performance while at  
6 CHOC.

7           1.4     Each Party shall establish the educational goals and objectives of the training Program in  
8 a manner consistent with the standards and requirements set forth by AOA for Residency Program  
9 accreditation. Such goals and objectives shall reflect CHOC and COUNTY commitments to provide  
10 quality education and training programs to Residents as well as quality health services to patients.

11           1.5     The general duties of the Residents shall include, but not be limited to, the following:  
12 medical histories and physical examinations, discharge summaries, consultations, care for inpatients and  
13 respective services in surgery and other medical procedures, and outpatient clinic/surgical services as  
14 appropriate.

## 15     **2.0     RESPONSIBILITIES**

### 16           2.1     CHOC AND COUNTY

17           2.1.1   **Training Environment:**   Each Party agrees to maintain an environment which  
18 is conducive to osteopathic Resident training as it pertains to the Program by providing facilities to  
19 properly care for patients, by encouraging critical dialogue between teaching staff and trainees through  
20 rounds, conferences, and patient care procedures, and by providing medical library materials and  
21 facilities.

22           2.1.2   **Accreditation and Licensure:**   Each Party agrees to maintain accreditation  
23 through (i) the AOA or Accreditation Council for Graduate Medical Education (ACGME); (ii) The Joint  
24 Commission (TJC); and (iii) to maintain State licensure through the California Department of Health  
25 Services.

### 26           2.1.3   **Rotations:**

27           2.1.3.1   The number and times of rotations will be worked out by mutual  
agreement between CHOC and COUNTY. It is recommended that all arrangements be finalized at least

1  
2 thirty (30) days prior to the on-site placement.

3                   2.1.3.2 Residents from COUNTY may rotate in the CHOC Shared Services  
4 areas as necessary for patient care if they are assigned to CHOC and have reported to the CHOC  
5 Academic Affairs Office prior to the first day of rotation.

6                   2.1.3.3 In the event, there are insufficient pediatric orthopaedic surgical cases,  
7 COUNTY residents may assist the assigned proctor with adult orthopaedic surgical cases after prior  
8 authorization by the St. Joseph Hospital Physician Education Department.

9                   2.1.4 **Patient Rights:** The Parties agree that all patients in surgical services may be  
10 part of the clinical training Program if agreed to by each patient and patient's treating physician at CHOC.  
11 It is understood and agreed that it is the responsibility of CHOC and CHOC Medical Staff members to  
12 assure consent has been obtained from each patient prior to allowing Residents in the Program to attend  
13 to any patient. Such consent must be documented in the patient's medical record.

14                   2.1.5 **Resident Status:** The Parties agree that the presence of Residents from  
15 COUNTY at CHOC is based solely upon their continued participation in the COUNTY Residency Training  
16 Program. As such, it is understood and agreed that COUNTY Residents assigned to CHOC shall not be  
17 granted Medical Staff membership or privileges at CHOC during their participation in the COUNTY  
18 Residency Training Program.

19 2.1.6 **Regulatory Requirements:** The Parties agree that duty hours and personal responsibilities of  
20 residents placed at CHOC shall be in compliance with the Accreditation Council for Graduate Medical  
21 Education (ACGME) standards. The Parties agree that medical records may be completed by the  
22 Resident in compliance with regulatory agencies. The Parties understand and agree, however, that the  
23 ultimate and final responsibility for medical record completion lies with the CHOC Medical Staff member  
24 and/or the CHOC Supervising Physician, not the Resident in the Program. The Resident may make  
25 entries in the patient record. All admission, history and physical examination reports, consultation  
26 reports, progress notes, preoperative reports, operative reports, discharge summaries, orders for  
27 medications and procedures, and any other documents signed by a Resident must be countersigned by

1 the Supervising Physician. Notwithstanding the foregoing, the Resident may not order medications and  
2 procedures that exceed the scope of the professional activities delineated by COUNTY for each Resident.

3           **2.1.7 Withdrawal of an Individual from the Program at CHOC:** COUNTY agrees  
4 that CHOC has the right to demand withdrawal from the clinical facilities any Resident, instructor, or  
5 employee who CHOC determines is not performing satisfactorily or fails to comply with CHOC policies,  
6 procedures, and regulations. Such demand must be in writing to the COUNTY Orthopaedic Residency  
7 Program Director and the Chair of COUNTY Graduate Medical Education Committee (GMEC). The  
8 request will include a statement explaining why CHOC demands that the Resident, instructor, or  
9 employee be withdrawn. COUNTY shall comply with such a demand within five (5) days of receiving it.  
10 In the event of substance abuse by a COUNTY Resident, Instructor, or employee, a meeting will take  
11 place attended by representatives from COUNTY and CHOC. A record will be kept on the final decision  
12 reached at said meeting and copies will be distributed to COUNTY and CHOC. CHOC reserves the right  
13 to demand that COUNTY withdraw from the clinical facilities said Resident, instructor, or employee.

14           **2.1.8 Resident Suspension from CHOC Program:** Notwithstanding Section 2.1.7,  
15 above, and distinct from withdrawal from the Program, CHOC shall retain the ability and right at all times  
16 to suspend a resident from practice rotation at CHOC pursuant to the standards set forth in CHOC  
17 Medical Staff Bylaws.

18           **2.2 CHOC**

19           CHOC agree to:

20           A. Permit access for those Residents designated by COUNTY to CHOC facilities as  
21 necessary to participate in the Program so long as such access does not interfere with the regular  
22 activities of CHOC.

23           B. Designate a member of CHOC facilities' staff to participate with the Program  
24 Director or COUNTY designee to plan, implement, and coordinate the Program. The name of the CHOC  
25 designated person(s) shall be given to COUNTY prior to commencement of each Program session.

26           C. Permit designated personnel at CHOC facilities to participate in the Program to  
27 enhance the Resident education and training.



1 D. Provide hospital orientation for each COUNTY Resident and/or ANY other staff  
2 assigned to CHOC for this Program, which will include, but is not limited to, knowledge of relevant CHOC  
3 policies and procedures, the location of the CHOC policy and procedures manuals at CHOC, and a copy  
4 of the House Staff Manual.

5 E. Provide necessary emergency health care or first aid required by an accident  
6 occurring at CHOC facilities for Residents participating in the Program at CHOC.

7 F. Retain ultimate professional and administrative accountability for all patient care.

8 G. Supervise all Residents in their training at CHOC facilities and provide the  
9 necessary instructors for the Program including, but not limited to, charting. CHOC shall require that  
10 Residents check with the Medical Records Department so as to finish all dictations and delinquent  
11 medical records before completing the Training Program rotation at the clinical facilities. If medical  
12 records remain incomplete after Residents have completed their assignment at CHOC, COUNTY will use  
13 its best efforts to ensure those residents complete such documentation.

14 H. Provide meals and call rooms for Residents while participating in the Program at  
15 CHOC's facilities.

16 I. Permit the use of such supplies and equipment as are commonly available for  
17 patient care by Residents while participating in the Program at CHOC.

18 J. Provide, when possible, a reasonable amount of storage space for COUNTY's  
19 instructional materials and reasonable classroom or conference room space at the clinical facilities for  
20 use in the Training Program.

21 K. Notify both the COUNTY Orthopaedic Residency Program Director and the  
22 COUNTY Chair of GMEC if any Resident's conduct is found unacceptable to CHOC. COUNTY shall take  
23 appropriate action to correct the unacceptable conduct of the Resident. COUNTY shall advise Residents  
24 of their responsibilities to abide by CHOC policies and procedures as applicable, including, but not limited  
25 to, patient confidentiality, smoking, the Drug Free Workplace Act, Zero Tolerance for Workplace Violence,  
26 and the House Staff Manual.

27 L. Be responsible for completing the written and oral evaluations of each Resident for  
the period of rotation performance in the Program at CHOC.

1           2.3    COUNTY

2           COUNTY agrees to:

3           A.    Retain employer obligations for COUNTY residents assigned to CHOC. CHOC  
4 shall not be, or be construed to be, the employer of COUNTY Residents for any purpose whatsoever.  
5 COUNTY shall be solely liable and responsible for all employer obligations, if any, with respect to such  
6 Residents. Such obligations shall include, but are not limited to: payment of salary and all other  
7 compensation and fringe benefits; responsibility for Federal and State withholding taxes and Social  
8 Security taxes; compliance with and responsibility for all applicable Federal and State wage/hour  
9 obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and  
10 contributions to employment-related insurance and similar programs. In the event that CHOC is for any  
11 reason required to pay any such obligations, COUNTY shall reimburse CHOC for any and all amounts  
12 paid by CHOC to meet such obligations.

13           B.    **Other Obligations:** COUNTY shall be obligated to:

14           (1)   Develop the curriculum for the Program with goals and objectives to be  
15 achieved at CHOC facility in conjunction with CHOC. COUNTY, through the COUNTY Orthopaedic  
16 Residency Program Director, agrees to prepare a list of the types of professional activities that the  
17 Residents in Orthopaedic Surgery are authorized by COUNTY to perform at CHOC and present such list  
18 to the CHOC Orthopedic Surgery Training Program Director for coordination.

19           (2)   Designate the Resident(s) who are enrolled and in good standing in the said  
20 curriculum to be assigned for training at CHOC in such numbers as are acceptable to CHOC. Prior to  
21 sending any Resident to CHOC, COUNTY shall determine that such Resident obtains all appropriate and  
22 necessary licenses, permits, registrations, and certificates provided for under federal, State, and local  
23 law. COUNTY also shall ensure that each such Resident maintains all such licenses, permits,  
24 registrations, and certificates in effect during such Resident's affiliation at CHOC's facility.

25           (3)   Maintain all attendance and academic records of Residents participating in  
26 the Program.

1 (4) Require each Resident who reports to CHOC to comply with CHOC  
2 requirements for immunizations and health tests determined appropriate by CHOC. COUNTY agrees to  
3 maintain all current Residents' health records.

4 (5) Require every Resident to conform to all applicable CHOC policies,  
5 procedures, and regulations, and to all additional requirements and restrictions agreed upon by  
6 representatives of COUNTY and CHOC.

7 (6) Require the COUNTY Program Director and instructors to reach mutual  
8 agreement with CHOC's designated representatives at CHOC's facility prior to commencement of each  
9 Program session on the following matters:

- 10 a. Resident schedules.
- 11 b. Placement of Residents in assignments at CHOC. Such assignments of  
12 Residents shall customarily be for a minimum rotation of thirty (30) days.
- 13 c. Attendance at any conference, course, or program that might be  
14 conducted or sponsored by CHOC.

15 (7) Provide and be responsible for ensuring the availability, at reasonable times,  
16 of the COUNTY Chairperson of the Graduate Medical Education Committee (GMEC) and the individual  
17 COUNTY Orthopaedic Residency Program Director to CHOC Administration and to the CHOC  
18 Supervising Physicians to address questions which may arise with respect to the evaluation and  
19 supervision of the Residents.

20 (8) Report to CHOC the following information about each Resident at least two  
21 (2) weeks before commencement of each Program session:

- 22 a. Name, address, and telephone number.
- 23 b. Healthcare providers and/or health insurance.
- 24 c. Certification of the health status of each Resident, based on:
- 25 1. An annual physical examination by a physician.
- 26 2. Annual Tuberculin test.
- 27 3. Current immunizations for Rubella, Rubeola, Mumps, Diphtheria,  
Tetanus, Trivalent Polio, and Hepatitis B.

1 d. All other reasonable information about the Programs, or Residents as  
2 requested by CHOC.

3 (9) Require Programs' administrator(s) and instructors to attend any orientation  
4 program presented for them by CHOC.

5 (10) Require each Resident to complete CHOC orientation prior to placement at  
6 CHOC.

7 (11) In the event a Resident is involved with a claim, COUNTY agrees to inform  
8 the Resident of his/her obligation to cooperate with CHOC or its agents or representatives in defense of  
9 said claim and to keep CHOC advised of the current address of the Resident should he/she move.

10 (12) Act to ensure that Resident(s) abide by all Medical Staff By-Laws, rules, and  
11 regulations of CHOC when on assignment at CHOC. Any infraction wherein disciplinary action may be  
12 required shall be referred in writing to the COUNTY Orthopaedic Residency Program Director.

### 13 **3.0 COMPENSATION**

14 3.1 County shall be reimbursed by CHOC for that part of the salaries and other benefits paid  
15 to Resident(s) for their services at CHOC, in accordance with Exhibit A, attached hereto. Payments made  
16 in accordance with Exhibit A shall include salaries and benefits. **COUNTY, or designee** agrees to pay all  
17 expenses related to the Resident(s) housing.

18 3.2 The number of Residents and reimbursement for the upcoming academic year will be  
19 mutually agreed upon and submitted for final approval to the Chief Medical Officer in April of each year  
20 this Agreement is in effect, so that it may be presented to CHOC's Board of Directors at their May  
21 meeting prior to the start of the new academic year.

### 22 **4.0 TERM/TERMINATION**

23 This Agreement shall be effective for an "Initial Term" from July 1, 2010, through June 30, 2015  
24 and may be renewed upon mutual written agreement of the parties, thereafter. Each party may terminate  
25 this Agreement at any time without cause, giving ninety (90) days written notice to the other party.  
26 However, any such termination by CHOC shall not be effective, at the election of COUNTY as to any  
27 Resident who at the date of mailing of said notice by CHOC was participating in the Program until such  
Resident has completed the Program for the then current academic year.

1           Either party may terminate this Agreement immediately for a breach of this Agreement, by giving  
2 written notice to the other parties. Filing bankruptcy shall be deemed a breach of this Agreement. Failure  
3 to abide by the agreed terms and conditions may result in immediate termination of the Agreement.

4       **5.0     INDEMNIFICATION**

5           Each party agrees to defend, indemnify, and hold harmless the other party from any and all  
6 liability, claims, demands, debts, losses, or suits for damages to other parties (including those to officers,  
7 employees, agents, or subcontractors) for personal injury or property damage, arising out of or in any  
8 manner connected with the performance of their respective duties and obligations hereunder, but only in  
9 proportion to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are  
10 caused by or result from the negligent or wrongful act(s) or omission(s) of the Parties hereto, including  
11 their officers, agents or employees. This responsibility shall be without limitation as to the amount of  
12 liability insurance specified in Section 6.0.

13       **6.0     INSURANCE**

14           6.1     CHOC

15                 6.1.1   Without limiting CHOC's indemnification, it is agreed that CHOC shall procure  
16 and maintain in force at all times during the performance of this Agreement, and during the entire term of  
17 the Agreement, insurance policies evidencing coverage as follows:

18                 6.1.2   Comprehensive General Liability Insurance coverage to protect from any liability  
19 whatsoever based on or asserted by any claim, act, or omission of CHOC, its officers, agents, or  
20 employees, excluding its Residents, relating to or in any way connected with or arising from the  
21 Agreement or omission by CHOC, its employees, agents, and officers. The amount of such insurance  
22 shall not be less than One Million Dollars (\$1,000,000) per occurrence, combined single limit and Three  
23 Million Dollars (\$3,000,000) annual aggregate.

24                 6.1.3   Professional liability insurance of not less than One Million Dollars (\$1,000,000)  
25 per occurrence and Three Million Dollars (\$3,000,000) annual aggregate that shall protect from claims  
26 including but not limited to damages for contractual liability which may arise from or out of CHOC's  
27 performance of its obligations hereunder, whether such use or performance be by CHOC or by anyone  
professionally employed directly or indirectly by any of them, excluding its Residents.

1  
2           6.1.4 Any insurance carrier providing insurance coverage hereunder shall be admitted  
3 to the State of California unless waived, in writing, by COUNTY's Risk Manager, and such carrier shall  
4 have an A.M. Best rating of not less than an A.V.

5           6.1.5 CHOC shall cause its insurance carrier(s) to furnish COUNTY with either (1)  
6 properly executed original certificate(s) of insurance and certified original copies of endorsements  
7 effecting coverage as required herein, or (2) if requested to do so, in writing, by COUNTY's Risk Manager  
8 or the COUNTY Administration, provide original certified copies of policies including all endorsements and  
9 any and all attachments thereto, showing that such insurance is in full force and effect, and the  
10 obligations of CHOC hereunder. Further, said certificate(s) and policies of insurance shall contain the  
11 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to COUNTY prior to  
12 any modification, cancellation, expiration or reduction in coverage of such insurance. In the event of any  
13 such modification, expiration or reduction in coverage and on the effective thereof, this Agreement shall  
14 terminate forthwith, unless COUNTY receives prior to such effective date, another properly executed  
15 original certificate of insurance and original copies of endorsements or certified original policies including  
16 all endorsements and attachments thereto evidencing coverages set forth herein and the insurance  
17 required herein is in full force and effect. The original endorsements for each policy and the certificate of  
18 insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

19           6.1.6 It is understood and agreed to by the Parties hereto that certificate(s) of  
20 insurance and policies shall so covenant and shall be construed primary and COUNTY's insurance and/or  
21 deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

22           6.2 COUNTY

23           6.2.1 Without limiting any indemnification provided for under Section 5.0 herein,  
24 COUNTY shall maintain self insurance coverage for General and Professional Liability coverage for its  
25 agents and employees with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and  
26 Three Million Dollars (\$3,000,000) in the aggregate.

27           6.2.2 COUNTY shall extend its usual workers' compensation insurance to cover all  
COUNTY Residents, instructors and employees participating in the Program at CHOC facilities. Such

1 insurance shall provide for Employer's Liability including Occupational Disease with limits not less than  
2 One Million Dollars (\$1,000,000) per occurrence.

3 **7.0 OSHA REGULATION**

4 CHOC certifies awareness of the Occupational Safety and Health Administration (OSHA) of the  
5 U.S. Department of Labor regulations, the derivative Cal/OSHA standards, and laws and regulations  
6 relating thereto, and shall comply therewith as to all relative elements under this Agreement. COUNTY  
7 certifies to CHOC that every Resident, instructor, and/or employee reporting to CHOC has received the  
8 training required by the OSHA bloodborne pathogens standard, 8 CCR Section 5193 and comply with all  
9 federal, State, and local occupational health and safety and environmental statutes and regulations,  
10 including the OSHA bloodborne pathogens standard, 8 CCR Section 5193.

11 **8.0 ASSIGNMENT/DELEGATION**

12 8.1 Neither CHOC nor COUNTY shall assign any rights or delegate any responsibilities  
13 under this Agreement, and either Party's attempt to do so will be void.

14 **9.0 WAIVER OF PERFORMANCE**

15 Any waiver by either party of any breach of any one (1) or more of the terms of this Agreement  
16 shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term  
17 thereof. Failure of either party to require exact, full and complete compliance with any terms of this  
18 Agreement shall not be construed as in any manner changing the terms or stopping either party from  
19 enforcement hereof.

20 **10.0 RECORDS AND REPORTS**

21 10.1 Any and all of CHOC's patient records created at the clinical facilities as a result of  
22 performance under this Agreement shall be and shall remain the property of CHOC. Both during and  
23 after the Term of this Agreement, COUNTY shall be permitted to inspect and/or duplicate, at COUNTY's  
24  
25 expense, any individual charts and records which were created as a result of performance under this  
26 Agreement and are:

- 27
- A. Necessary to assist in the defense of any malpractice or similar claim;
  - B. Relevant to any disciplinary action; and/or

1 C. For educational purposes.

2 All requests shall be directed to the Director of Academic Affairs. Residents may not obtain such  
3 information through informal procedures. Such inspection and/or duplication shall be permitted and  
4 conducted pursuant to commonly accepted standards of patient confidentiality and in accordance with  
5 applicable federal, State, and local laws and regulations.

6 10.2 CHOC agrees to provide to COUNTY such reports as may be required by the Hospital  
7 Director, or designee, with respect to the training services set forth under this Agreement. Until the  
8 expiration of four (4) years after the performance of services pursuant to this Agreement, CHOC and  
9 COUNTY shall make available, upon written request by the Health and Human Services Secretary, or  
10 upon request by the Controller General, or any of their duly authorized representatives, this Agreement,  
11 book(s), document(s), and record(s) of CHOC and/or COUNTY that are necessary to certify the nature  
12 and extent of costs pursuant to this Agreement. If CHOC or COUNTY carries out any of the duties of this  
13 Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000.00) or more over  
14 a twelve (12) month period with a related organization, such subcontract shall contain a clause to the  
15 effect that until the expiration of four (4) years after the furnishing of such services pursuant to such  
16 subcontract, the related organization shall make available, upon written request by the Health and Human  
17 Services Secretary, or upon request by the Controller General, or any of their duly authorized  
18 representatives, the subcontract(s), book(s), document(s), and record(s) of such organization(s) that are  
19 necessary to verify the nature and extent of such costs.

20 **11.0 COMPLIANCE**

21 11.1 **CHOC CORPORATE RESPONSIBILITY PROGRAM:** The parties acknowledge that  
22 CHOC has a compliance program intended to prevent and detect compliance violations, including  
23 without limitation, violations related to fraud, abuse, false claims, excess private benefit, and  
24 inappropriate referrals. The parties hereby agree that any compliance concerns shall be promptly  
25 reported either to an appropriate CHOC manager or through the CHOC Compliance hotline (877-388-  
26 8588).

27 11.2 **IMMIGRATION LAWS:** The Parties hereto shall comply, during the Term of this  
Agreement, with the provisions of the Immigration Reform and Control Act of 1986 and any regulations



1 promulgated hereunder. Each party hereby certifies that it has obtained a properly completed  
2 Employment eligibility Certificate (INS Form I-9) for each Resident.

3 **12.0 CONFIDENTIALITY**

4 12.1 COUNTY shall ensure that the confidentiality is maintained for any and all patient records  
5 and information which may be reviewed under the terms and intent of this Agreement, including  
6 protection of names and other identifying information from unauthorized disclosure, except for statistical  
7 information which shall not identify any patient and which shall be used only for carrying out the  
8 obligations of COUNTY under this Agreement.

9 12.2 The Parties agree, as necessary, to comply with federal regulations issued under the  
10 Health Insurance Portability and Accountability Act (HIPAA) of 1996 or other law or regulation  
11 promulgated pursuant to its purpose.

12 12.3 COUNTY Residents shall not have access to or have the right to review any medical  
13 record or quality assurance or peer review information except where necessary in the regular course of  
14 the Training Program. COUNTY shall ensure that all COUNTY Residents do not discuss, transmit, or  
15 narrate in any form any patient information of a personal nature, medical or otherwise, except as a  
16 necessary part of the patient's treatment plan or the Training Program.

17 **13.0 INDEPENDENT CONTRACTOR**

18 COUNTY is, for purposes arising out of this Agreement, an Independent Contractor and shall not  
19 be deemed employed by CHOC. It is expressly understood and agreed that COUNTY shall in no event,  
20 as a result of this Agreement, be entitled to any benefits to which CHOC employees are entitled, including  
21 but not limited to overtime, any retirement benefits, workers' compensation benefits, and injury leave or  
22 other leave benefits.

23 **14.0 STATUS OF PARTIES**

24 The Parties hereto shall not, by virtue of this Agreement, in any way be deemed to or construed  
25 to create a single employer, a joint venture, or a joint employer relationship.

26 **15.0 NONDISCRIMINATION**

27 The Parties hereto shall not unlawfully discriminate in the provision of services, allocation of  
benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group

1 identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40),  
2 marital status, medical condition, or physical or mental handicap, and shall comply with all other  
3 requirements of law regarding nondiscrimination and equal opportunity employment including those laws  
4 pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or  
5 activities, and to the extent they shall be found to be applicable hereto, shall comply with the provisions  
6 of the California Fair Employment Practices Act (commencing with Section 12990 et seq. of the  
7 Government Code) and Federal Civil Rights Act of 1962 (P.L. 88-352).

8 **16.0 CONFLICT OF INTEREST**

9 The parties hereto and their respective employees or agents shall have no interest, and shall not  
10 acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of  
11 services required under this Agreement.

12 **17.0 PUBLICITY**

13 17.1 COUNTY shall not, without CHOC's prior written consent, publish or otherwise  
14 disseminate any advertising, promotion, report, articles, research piece, or publicity wherein the name  
15 Children's Hospital of Orange County is mentioned or otherwise reasonably identified, or use language  
16 from which a relationship between COUNTY and CHOC may, in the reasonable judgment of CHOC, be  
17 inferred.

18 17.2 CHOC shall not, without the other Party's prior written consent, publish or otherwise  
19 disseminate any advertising, promotion, report, article, research piece, or publicity wherein the name  
20 Riverside County Regional Medical Center is mentioned or otherwise reasonably identified, or use  
21 language from which a relationship between CHOC and COUNTY may, in the reasonable judgment of  
22 COUNTY, be inferred.

23 **18.0 SEVERABILITY**

24 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
25 unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or  
26 invalidated in any way.

27 **19.0 ADMINISTRATION**

The Hospital Director (or designee) shall administer this Agreement on behalf of the COUNTY.

1 **20.0 ACCREDITATION/LICENSE**

2 20.1 Any action or failure to act on the part of COUNTY that results in the threatened loss of  
3 TJC accreditation or State licensure of CHOC will be considered a material breach of this Agreement.

4 20.2 The Parties understand and agree that if this affiliation for residency training at CHOC is  
5 not acceptable to and/or is found not to meet the standards prescribed by the AOA at any time, now or in  
6 the future, such occurrence(s) will be considered a material breach of this Agreement.

7 20.3 In the event of breach of Agreement pursuant to this Section, COUNTY may terminate  
8 this Agreement upon the basis of cause as set forth in Section 4, TERM/TERMINATION.

9 **21.0 JURISDICTION**

10 This Agreement is made and entered into in the State of California and shall, in all respects, be  
11 interpreted, enforced, and governed by and under the laws of this State.

12 **22.0 FORCE MAJEURE**

13 Neither party shall be liable nor deemed to be in default for any delay or failure in performance  
14 under this Agreement or other interruption of service or employment deemed resulting, directly or  
15 indirectly, from acts of God.

16 **23.0 ENTIRE AGREEMENT**

17 This Agreement constitutes the entire agreement between the parties hereto with respect to the  
18 subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the  
19 same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be  
20 in writing and signed by the parties herein.

21 **24.0 NOTICES**

22 Any notice required or authorized under this Agreement shall be in writing. If notice is given by  
23 United States mail, it shall be sent registered or certified mail, return receipt requested, addressed as  
24 follows:

25 **COUNTY:**

26 Douglas D. Bagley, Hospital Director  
27 Administration  
Riverside County Regional Medical Center  
26520 Cactus Ave.  
Moreno Valley, CA 92555

**CHOC:**

Maria Minon  
Vice President and Chief Medical Officer  
Children's Hospital of Orange County  
455 S, Main St.  
Orange, CA 92668

1 Notice delivered personally is effective upon delivery. Notice given by mail is effective upon date of  
2 mailing.

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17 IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF July 1,  
18 2010.

19  
20 COUNTY: [Signature]  
21 By: [Signature]  
22 John Tavaglione  
23 Approved: Chair, Board of Supervisors  
24 Riverside County Regional Medical Center

CHOC: [Signature]  
Children's Hospital of Orange County

24 By: [Signature]  
25 Douglas D. Bagley  
26 Hospital Director

By: [Signature]  
Kim Cripe  
President and CEO

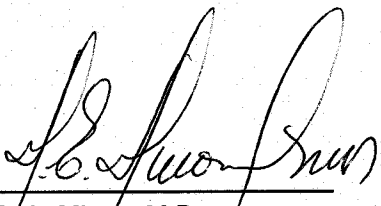
26 Date: 4/2/12

Date: 3/14/12

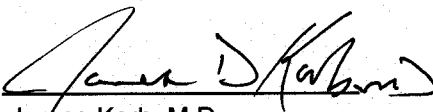
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FORM APPROVED COUNTY COUNSEL  
BY: [Signature]  
NEAL R. KIPNIS / DATE

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: [Signature]  
DEPUTY

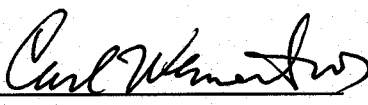
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By:   
\_\_\_\_\_  
Maria Minon, M.D.  
Vice President of Medical Affairs  
and Chief Medical Officer

Date: \_\_\_\_\_

By:   
\_\_\_\_\_  
James Korb, M.D.  
Director of Academic Affairs

Date: 3/2/12

By:   
\_\_\_\_\_  
Carl Weinert, M.D.  
Training Program Director, for  
Orthopaedic Surgery  
Residency Training Program

Date: 3-2-12

**EXHIBIT A**

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER  
RESIDENT BENEFITS AND SALARIES**

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| <b>JOB CODE</b>                    | <b>73841</b>                      | <b>73855</b>                      | <b>73856</b>                      | <b>73857</b>                          | <b>73858</b>                          |
|------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|---------------------------------------|---------------------------------------|
|                                    | <b>RES PHYS &amp;<br/>SURGEON</b> | <b>RES PHYS &amp;<br/>SURGEON</b> | <b>RES PHYS &amp;<br/>SURGEON</b> | <b>RES PHYS<br/>&amp;<br/>SURGEON</b> | <b>RES PHYS<br/>&amp;<br/>SURGEON</b> |
| <b>Description</b>                 | <b>1ST YR</b>                     | <b>2ND YR</b>                     | <b>3RD YR</b>                     | <b>4th YR</b>                         | <b>5th YR</b>                         |
| Regular Salaries                   | 41,844                            | 46,935                            | 50,866                            | 55,958                                | 58,342                                |
| Retirement Debt<br>Srvs - Misc.    | 2,935                             | 3,293                             | 3,569                             | 3,925                                 | 4,092                                 |
| Retirement Debt<br>Srvs - Misc.    | 1,319                             | 1,480                             | 1,603                             | 1,764                                 | 2,047                                 |
| Retirement-Misc<br>Temp            | 1,016                             | 1,140                             | 1,235                             | 1,358                                 | 1,415                                 |
| Medicare Tax                       | 672                               | 714                               | 781                               | 850                                   | 920                                   |
| Flex Benefit Plan<br>(Health Ins.) | 9,015                             | 9,015                             | 9,015                             | 9,015                                 | 9,015                                 |
| Life Insurance                     | 22                                | 22                                | 22                                | 22                                    | 22                                    |
| Long Term<br>Disability            | 152                               | 152                               | 152                               | 152                                   | 152                                   |
| Optical Insurance                  | 159                               | 159                               | 159                               | 159                                   | 159                                   |
| Unemployment<br>Insurance          | 172                               | 193                               | 210                               | 230                                   | 260                                   |
| Budgeted Benefits                  | 155                               | 173                               | 188                               | 207                                   | 227                                   |
| <b>Grand Total</b>                 | <b>\$57,461</b>                   | <b>\$63,275</b>                   | <b>\$67,800</b>                   | <b>\$73,640</b>                       | <b>\$76,651</b>                       |
| Total Salaries                     | \$41,844                          | \$46,935                          | \$50,866                          | \$55,958                              | \$58,342                              |
| Total Benefits                     | \$15,617                          | \$16,341                          | \$16,934                          | \$17,682                              | \$18,309                              |
| <b>Grand Total</b>                 | <b>\$57,461</b>                   | <b>\$63,275</b>                   | <b>\$67,800</b>                   | <b>\$73,640</b>                       | <b>\$76,651</b>                       |
| <b>Monthly</b>                     | \$4,788.43                        | \$5,272.94                        | \$5,650.03                        | \$6,136.67                            | \$6,387.61                            |
| <b>Daily</b>                       | \$ 157.43                         | \$ 173.36                         | \$ 185.75                         | \$ 201.75                             | \$ 210.00                             |