



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2
(ID # 11117)

MEETING DATE:

Tuesday, November 5, 2019

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Affiliation Agreement with Loma Linda University Health (LLUH) to Provide Residency/Fellowship Training Effective July 1, 2019; 3 years; All Districts. [Total Cost \$20,127,851; up to \$2,012,785 in additional compensation; 100% Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Affiliation Agreement with Loma Linda University Health (LLUH) to provide Residency/Fellowship Training effective July 1, 2019 through June 30, 2020, with the option to renew for two additional years in one-year increments in the amount of \$6,080,922 for FY2019/2020, \$6,689,014 for FY2020/2021, \$7,357,915 for FY2021/2022, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the annual cost of the Agreement.

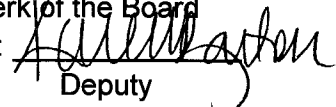
ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 10/24/2019

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 5, 2019
xc: RUHS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|-------------------------------------|---------------------|
| COST | \$ 6,080,922 | \$ 6,689,014 | \$ 20,127,851 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050 | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 19/20-21/22 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve an Affiliation Agreement with Loma Linda University Health (LLUH) to continue to allow physicians in residency programs sponsored by LLUH to complete clinical rotations and provide patient care services at Riverside University Health System-Medical Center (RUHS-MC). This Agreement currently provides for rotating resident physicians in Cardiology, Critical Care, Dermatology, Emergency Medicine, Family Medicine, General Surgery, Gastroenterology, Internal Medicine, Neurology, Neonatal-Perinatal Medicine, Ophthalmology, Otolaryngology, Pediatrics, Child Abuse, Plastic Surgery, Rheumatology, Urology, and Obstetrics/Gynecology in post-graduate years one (1) through seven (7). To achieve specialization, resident physicians must participate in certain clinical experiences in various settings for various lengths of time.

By providing such rotations at RUHS-Medical Center, research shows that there is a greater likelihood that the physicians will either stay and continue practice in this area after residency or return after further training. The presence of physicians in training at the Medical Center also makes it a more attractive practice setting for experienced attending physicians who enjoy teaching and other opportunities such as research and publication.

The benefits of this Affiliation Agreement are that it extends our clinical partnership with LLUH and continues the reciprocal arrangement in which LLUH compensates RUHS for the services of RUHS resident physicians while they rotate and provide services at LLUH.

Impact on Residents and Businesses

This Agreement improves patient care by providing for the training of physicians in specialties that are in critically short supply within the County.

Additional Fiscal Information

As part of the Agreement, RUHS receives physicians in training from LLUH and RUHS-MC also provides LLUH with the services of RUHS General Surgery residents rotating at LLUH through this Agreement. RUHS-MC is reimbursed \$182,621 per surgical resident full-time equivalent (FTE).

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Riverside County “hires” many more residents than LLUH (86.8 FTE versus 2.0 FTE) which is the reason that the net cost to RUHS-MC is \$6,080,922 to cover fiscal year 2019/2020. Illustrated in the table below is an estimated annual budget to allow for annual increases not to exceed ten percent (10%) per year for Residents/Fellows salaries and benefits:

| FY2019/2020 | FY2020/2021 | FY2021/2022 | Total |
|-------------|-------------|-------------|--------------|
| \$6,080,922 | \$6,689,014 | \$7,357,915 | \$20,127,851 |

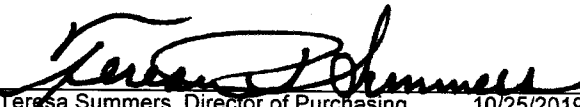
Contract History and Price Reasonableness

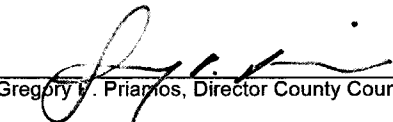
Loma Linda University Health (LLUH) has been affiliated with RUHS-MC for over 15 years providing resident physician services. On January 29, 2019, Agenda Item #15.1, the Board approved a two-year agreement effective July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019.

Since this previous Agreement ended June 30, 2019, a new Agreement with LLUH to provide Resident/Fellowship Training is needed to continue the relationship and is effective July 1, 2019 through June 30, 2020 with the option to renew for two (2) additional years in one-year increments in the amount of \$6,080,922 for FY2019/2020, with an anticipated annual increase per fiscal year not to exceed ten percent annually. As a reciprocal part of the Agreement, RUHS receives payment from LLUH for providing general surgery residents/fellows.

ATTACHMENTS:

Attachment A: Residency/Fellowship Training Affiliation Agreement with Loma Linda University Health


Teresa Summers, Director of Purchasing 10/25/2019


Gregory V. Priamos, Director County Counsel 10/25/2019

**RESIDENCY/FELLOWSHIP TRAINING AFFILIATION AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE, a political subdivision of the State of California on behalf of
RIVERSIDE UNIVERSITY HEALTH SYSTEM - Medical Center**

AND

LOMA LINDA UNIVERSITY HEALTH

This Agreement, made and entered into this 1ST day of July, 2019 by and between The COUNTY OF RIVERSIDE, a political subdivision of the State of California on behalf of **Riverside University Health System-Medical Center**, (hereinafter referred to together as "RUHS") and LOMA LINDA UNIVERSITY HEALTH FOR ITSELF AND ITS AFFILIATES INCLUDING: LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM, LOMA LINDA UNIVERSITY BEHAVIORAL MEDICINE CENTER, LOMA LINDA INLAND EMPIRE CONSORTIUM FOR HEALTHCARE EDUCATION, dba LOMA LINDA UNIVERSITY HEALTH EDUCATION CONSORTIUM, a California not for profit religious corporation, (hereinafter referred to as "LLUH"), collectively referred to as "the Parties" or individually referred to as a "Party".

RECITALS

WHEREAS, Residents and Fellows are physicians engaged in a post-graduate training programs in a specific specialty of medicine and who as part of their training participate in patient care under the direction of attending physicians.

WHEREAS, the Parties both sponsor approved Graduate Medical Education (GME) programs (Residency and Fellowship) which require clinical experiences for Resident(s) and Fellow(s) in accordance with the Accreditation Council for Graduate Medical Education (ACGME), the American Osteopathic Association (AOA) and/ or the American Dental Association. A resident/fellow is defined as a physician engaged in a post-graduate training program in a specific specialty of medicine who participates in patient care under the direction of attending physicians;

WHEREAS, the Parties acknowledge a desire to contribute to health-related education for the benefit of Resident(s) and Fellow(s) and to meet community needs; and

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

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

A. "Sending Party" means the Party from which Resident(s) is (are) sent for a clinical experience;

B. "Receiving Party" means the Party to which Resident(s) is (are) sent for a clinical experience.

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

ARTICLE I. GENERAL RELATIONSHIP AND TERM OF AGREEMENT

1.1 General Relationship. With this Affiliation Agreement, the Parties shall make their respective facilities available to Residents and Fellows from the other Party's GME programs for the

purpose of initiating and conducting clinical teaching and supervision as the Parties jointly approve. The Parties agree that Residents and Fellows will be required to follow the policies, rules and regulations of the facility where they are engaged in a clinical experience during that portion of their training.

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

If for any reason LLUH is determined not to be an independent contractor to RUHS carrying out the terms of this Agreement, LLUH agrees to indemnify RUHS for any and all federal/state withholding payments which RUHS may be required to pay by the federal or state government on behalf of LLUH Resident(s) and Fellow(s). RUHS agrees to allow LLUH to participate in the review of such independent contractor determination. If such status is deemed to be non-defensible by LLUH, LLUH shall pay such indemnification in full to RUHS upon ninety (90) days written notice to LLUH of a federal and/or state determination that such payment is required of RUHS provided a copy of such determination(s) is attached to the notice.

1.3 Standards of Operations. The Parties, at their own expense, shall operate and maintain their respective facilities in accordance with the standards prescribed and maintained by The Joint Commission on Accreditation of Hospital Organizations (The Joint Commission).

The Parties are solely responsible for the accreditation of the GME program(s) they sponsor and for obtaining required approvals, if any, in accordance with the standards prescribed by the ACGME, AOA or ADA. During the term of this Agreement, both Parties agree to comply with all such ACGME, AOA or ADA standards for residency training. The Parties specifically acknowledge and agree to the application of the ACGME standards relating to total work hours to all Residents and Fellows participating in clinical experiences under this Agreement.

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

1.4 ACGME Affiliation Approval. The Parties understand and agree that if this Affiliation for residency training at RUHS or LLUH is not acceptable to and/or is found not to meet the standards prescribed by the ACGME at any time, now or in the future, this Agreement shall be immediately terminated without the requisite notice as prescribed in Section 1.6 of this Agreement.

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

1.6 Term of Agreement. The term of this Agreement shall begin on July 1, 2019 and continue until June 30, 2020, with the option to renew annually in one-year increments for two (2) additional fiscal years through June 30, 2022, unless terminated earlier. Since the number of Residents and Fellows rotating at the facilities of each party is subject to change from year to year and the amounts related to salaries and benefits of those individuals is also subject to change, it is the mutual intent of the parties to enter into Amendments to this Agreement incorporating new Exhibits A. B-1 and B-2 on

or before July 1 and annually thereafter. The Parties acknowledge that changes to these Exhibits are not effective until such Amendments have been executed. If the parties are unable to negotiate and agree to changes to Exhibits A, B-1 and B-2 prior to July 1 of a given year this Agreement will terminate.

Other than as stated in Sections 1.4, 1.5 and 1.6 herein, if either Party wishes to terminate this Agreement without cause, prior to the end of its normal term, ninety (90) days written notice shall be given to the other Party, provided that any such termination shall not be effective as to any Resident(s) or Fellow(s) who were participating in a residency rotation at the date of mailing such notice and provided such Resident(s) or Fellow(s) will complete the rotation at Receiving Party within one hundred twenty (120) days following the expiration of the written notice.

ARTICLE II. TRAINING ISSUES AND DUTIES

2.1 Residency Specialties Involved. The Sending Party shall have knowledge of all Programs at the Receiving Party in which Resident(s) and/or Fellow(s) from the Sending Party participate.

The terms of this Affiliation Agreement shall control, in the event of any apparent contradiction between any of the provisions of this Affiliation Agreement and any Exhibit to it.

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

2.2 Research. Research shall only be undertaken by Residents and Fellows at either Party when approved by that Party's Administration and the relevant Institutional Review Boards.

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

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

2.4 Patients. The Parties agree that all patients on designated services may be part of the clinical training experience, if agreed to by the patient's treating physician and the patient. It is understood and agreed that it is the responsibility of the Parties and their respective medical staff members to assure consent has been obtained from each patient prior to allowing Resident(s) and/or Fellow(s) in the Program to attend to any patient.

2.5 Confidentiality. The Parties both agree to maintain confidentiality of patient records

and information in accordance with all state and federal laws, regulations, guidelines and directives relating to confidentiality of patient records.

2.6 Non-Discrimination. The Parties agree to make no distinction among Resident(s) and/or Fellow(s) covered by this Agreement on the basis of race, color, sex, creed, age, disability, religion or national origin.

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

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

Each Party may unilaterally remove a given resident from participation in training at their own facility with appropriate notification as noted above.

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

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

Each Party shall also ensure that their residents are not sanctioned on the OIG's List of Excluded Individuals.

2.11 Resident Duties. The Sending Party shall assign to the Receiving Party, when appropriate, Resident(s) and/or Fellow(s) who are training in a specialty listed on **Exhibit "A"** attached hereto and incorporated herein by reference. Such assignments shall customarily be for a minimum rotation of one month. The general duties of the Resident(s) and/or Fellow(s) shall include, but not be limited to, the following: histories and physical examinations, discharge summaries, consultations, care for inpatients and respective services, surgery and medical procedures and outpatient clinic service, as appropriate. The Sending Party, through the individual Specialty Residency Program Director, agrees to prepare a list of the types of professional activities which the Resident(s) and/or Fellow(s) in such Specialty (ies) are authorized by both Parties to perform at the Receiving Party.

2.12 Protected Health Information - Each party acknowledges that Residents and Fellows require access to information related to individual patients that is protected by State and Federal laws. The Parties agree that Residents and Fellows will be governed by and required to follow the rules, regulations, policies and practices relating to such information of the facility where their clinical experience is taking place. The Parties understand and agree, however, that the ultimate and final responsibility for medical record completion lies with each Party's Medical Staff members and /or Supervising Physician, not the Resident(s) and/or Fellow(s).

2.13 Commitment to Training and Supervision - The Parties shall endeavor to:

- A. Cooperate in the planning and implementation of their respective clinical education programs and to supervise and instruct the assigned Resident(s) and/or Fellow(s) during their clinical experience;
- B. Designate a member of the Receiving Party's Medical Staff as the Rotation Director who will be responsible for the educational and experiential supervision of the Resident(s) and/or Fellow(s) in the implementation of the clinical experience;
- C. Permit assigned Resident(s) and/or Fellow(s) to use its patient care and patient service facilities for clinical education;
- D. Retain responsibility for nursing care and related duties when Resident(s) and/or Fellow(s) are providing medical care to any patient;
- E. Permit the use of such supplies and equipment as are commonly available for patient care;
- F. Permit the use of the following facilities and services by the Resident(s) and/or Fellow(s) at such times and to the degree considered feasible by the Parties:
 - a. Parking areas
 - b. Locker, storage, lactation rooms and dressing facilities, as available;
 - c. Access to sources of information for clinical education purposes;
- G. Retain the right to remove, suspend or refuse access to any of its areas to Resident(s) and/or Fellow(s) who fail to abide by the Party's policy(ies) and procedure(s) and/or who do not meet its standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Receiving Party in consultation and with the Sending Party's administration and the Residency Program Director. It is understood and agreed that the Resident(s) and/or Fellow(s) approval to obtain clinical experiences at the receiving party shall not entitle the resident(s) and/or Fellow(s) to any hearing or appeal process at the Receiving Party;
- H. Invite the participation of Resident(s) and/or Fellow(s) to such educational activities as conferences, rounds and similar experiences including utilization review, quality assurance and evaluation and monitoring activities, as appropriate.

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

2.15 Evaluation of Resident(s) and Fellow(s). The Supervising Physician agrees to provide the Sending Party with written reports which document and evaluate both the participation of the Resident(s) and/or Fellow(s) in procedures and activities they were performed. Each Party shall provide appropriate evaluation forms to the Receiving Party's physicians and arrange the return of the forms. Various non-medical personnel at the Receiving Party may also be asked to evaluate the Resident(s) and/or Fellow(s), as appropriate. The Receiving Party shall be responsible to provide such

evaluation forms to the Sending Party once every month.

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

2.17 Moonlighting. The Parties agree that this Agreement does not cover work done by Residents and Fellows outside of their clinical rotations ("moonlighting").

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

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

ARTICLE III. PAYMENT AND INSURANCE ISSUES

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

3.2 Mutual Indemnification The Parties hereby agree that the Receiving Party will defend, indemnify and hold harmless the Sending Party, its Resident(s), Fellow(s), agents and employees from any liability, damage or costs they may suffer as a result of claims, demands, or judgments against them arising out of the operation of the Program covered by this Agreement resulting from the acts or omissions of the Receiving Party, its agents, employees and the acts or omissions Sending Party's Resident(s) and/or Fellow(s) which occur on the premises of or in the service of Receiving Party. Sending Party agrees to give Receiving Party notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

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

ARTICLE IV. MISCELLANEOUS PROVISIONS

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

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

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

4.4 Third Party Beneficiaries. This Agreement shall not create any rights, including, without limitation, third-party beneficiary rights, to any person or entity not a Party to this Agreement.

4.5 Notice. Notices shall be delivered by first class mail, return receipt requested, and shall be effective two (2) business days after mailing or by personal delivery or messenger at the following address:

LLU Health Education Consortium (LLUH):

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

Riverside University Health System (RUHS):

Jennifer Cruikshank
Chief Executive Officer
26520 Cactus Avenue
Moreno Valley, CA 92555

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

A. Copy of Drug-Free Worksite Policy. RUHS acknowledges receipt of a copy of the "Drug-Free Worksite" Policy (hereinafter "Policy") of LLUH, included in the Resident Information Booklet, concurrent with signing this Agreement. LLUH acknowledges receipt of RUHS Board Policy C- 10, concurrent with signing this Agreement.

B. Compliance with Policy. The parties agree that their respective policies are equivalent, and that Residents and Fellows will be expected to follow the policy of the Party whose facility they are rotating in.

C. Criminal Drug Violation Notice. Both Party's signatures affirms the understanding and agreement that any criminal conviction of a Resident(s) and/or a Fellow(s) of a criminal drug statute for a violation occurring in the Party's facility while rotating at either Party's facility, must be reported to the appropriate Administrative Director of Human Resources Management within five

(5) days of any conviction and, in turn, the Administrative Director of Human Resources Management shall notify the appropriate Federal Agency (ies) within ten (10) days after learning of the conviction. By such signature, Parties also agree to require the Resident(s) and/or Fellow(s) assigned to Receiving Party to abide by the five (5) day notice requirement and to notify the Resident(s) and/or Fellow(s) at Receiving Party of the requirement to notify the appropriate Federal agency(ies) within ten (10) days

after learning of any conviction.

4.7 Records Retention and Availability. Until the expiration of four (4) years after the performance of services pursuant to this Agreement, the Parties shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, this Agreement, book(s), document(s) and record(s) of LLUH and/or RUHS that are necessary to certify the nature and extent of costs pursuant to this Agreement. If LLUH or RUHS carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, the subcontract(s), book(s), document(s), and record(s) of such organization(s) that are necessary to verify the nature and extent of such costs.

4.8 Entire Agreement. This Agreement supersedes any and all agreements, whether oral or written, between the Parties hereto and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or by anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is communicated in writing and signed by the Parties to be charged.

4.9 Partial Invalidity. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

4.10 Waiver or Failure of a Condition. The waiver or any failure of a condition shall not operate as, nor be construed to be, a waiver of a subsequent failure of the same or other condition.

4.11 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or transferred without prior written consent of the other Party, except as expressly provided for herein.

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

4.13 Successors. The terms contained herein shall be binding upon and shall ensure to the benefit of the Parties, their respective assigns, executors, administrators, heirs, and successors.

4.14 Headings. The headings to the articles and sections of this Agreement have been included for convenience of reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

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

4.16 Force Majeure. If either Party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable

control of the Party, such non-performing Party shall be excused the performance by the other Party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.


4.17 The Mission statements of both parties are attached as Exhibit "C".

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

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

Date: 10/9/19

By: 
Daniel Giang, M.D., President

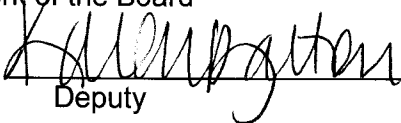
County of Riverside, a political subdivision of the
State of California on behalf of

Date: NOV 05 2019

By: 
Kevin Jeffries,
Chairman, Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

Date: NOV 05 2019

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

Date: _____

By: 
Martha Ann Knutson
Deputy County Counsel

EXHIBIT "A"
RESIDENT ASSIGNMENT

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

| Consortium Residency Program | Maximum FTE |
|--|--------------------|
| Cardiology | 1.3 |
| Critical Care Fellow | 3.0 |
| Dermatology | 0.5 |
| Emergency Medicine | 11.0 |
| Emergency Medicine Pediatrics Fellowship | 1.0 |
| Family Medicine | 1.0 |
| General Surgery | 6.0 |
| Gastroenterology | 2.0 |
| Internal Medicine (Includes Med/Peds, Med/Anes, PM&R, TY Programs) | 21.0 |
| Neurology | 2.0 |
| Neonatal-Perinatal Medicine | 1.0 |
| Ophthalmology | 4.5 |
| Otolaryngology | 3.0 |
| Pediatrics | 8.1 |
| Child Abuse Fellow | 1.0 |
| Plastic Surgery | 1.2 |
| Rheumatology | 1.3 |
| Urology | 2.2 |
| Obstetrics / Gynecology | 4.0 |

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

| RUHS Residency Program | Maximum FTE |
|-------------------------------|--------------------|
| General Surgery | 2.0 |

EXHIBIT "B 1"
COMPENSATION RATES AND TERMS

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

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

Reimbursement for LLUH RESIDENTS will be made for rotations that occur at RUHS for the period July 1, 2019-June 30, 2020 at the following rates:

| | PGY 1 | PGY 2 | PGY 3 | PGY 4 | PGY 5 | PGY 6 | PGY 7 |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Annual Salary | \$56,131.00 | \$58,188.00 | \$60,265.00 | \$62,322.00 | \$64,851.00 | \$67,422.00 | \$75,358.40 |
| FICA | \$4,294.02 | \$4,451.38 | \$4,610.27 | \$4,767.63 | \$4,961.10 | \$5,157.78 | \$5,764.92 |
| Worker's Comp | \$110.81 | \$110.81 | \$110.81 | \$110.81 | \$110.81 | \$110.81 | \$110.81 |
| Unemployment | \$56.13 | \$58.19 | \$60.27 | \$62.32 | \$64.85 | \$67.42 | \$75.56 |
| Life Insurance | \$252.00 | \$252.00 | \$252.00 | \$252.00 | \$252.00 | \$252.00 | \$252.00 |
| Health/Dental Coverage | \$12,276.00 | \$12,276.00 | \$12,276.00 | \$12,276.00 | \$12,276.00 | \$12,276.00 | \$12,276.00 |
| Disability Coverage | \$216.96 | \$216.96 | \$242.04 | \$242.04 | \$242.04 | \$242.04 | \$242.04 |
| Retirement | \$2,806.55 | \$2,909.40 | \$3,013.25 | \$3,116.10 | \$3,254.55 | \$3,371.10 | \$3,767.92 |
| CPR-Basic Advanced | \$135.00 | \$135.00 | \$135.00 | \$135.00 | \$135.00 | \$135.00 | \$135.00 |
| TOTAL (Yearly Rate) | \$76,278.47 | \$78,597.74 | \$80,964.64 | \$83,283.91 | \$86,135.35 | \$89,034.16 | \$97,982.45 |
| Monthly Rate | \$6,356.54 | \$6,549.81 | \$6,747.05 | \$6,940.33 | \$7,177.95 | \$7,419.51 | \$8,165.20 |
| Daily Rate | \$208.98 | \$215.34 | \$221.82 | \$228.18 | \$235.99 | \$243.93 | \$268.45 |

| LLUH Resident Rotations | Maximum FTE | Total Compensation |
|--|--------------------|---------------------------|
| Cardiology | 1.3 | \$118,007.02 |
| Critical Care Fellow | 3.0 | \$255,204.99 |
| Dermatology | 0.5 | \$38,857.05 |
| Emergency Medicine | 11.0 | \$883,545.50 |
| Emergency Medicine Pediatrics Fellowship | 1.0 | \$87,806.42 |
| Family Medicine | 1.0 | \$82,511.89 |
| General Surgery | 6.0 | \$495,244.61 |
| Gastroenterology | 2.0 | \$181,549.26 |
| Internal Medicine (Includes Med/Peds, Med/Anes, PM&R, TY Programs) | 21.0 | \$1,691,896.20 |
| Neurology | 2.0 | \$168,111.01 |
| Neonatal-Perinatal Medicine | 1.0 | \$87,806.42 |
| Ophthalmology | 4.5 | \$369,628.43 |
| Otolaryngology | 3.0 | \$244,149.56 |
| Pediatrics | 8.1 | \$648,850.23 |
| Child Abuse Fellow | 1.0 | \$90,774.63 |
| Plastic Surgery | 1.2 | \$106,792.41 |
| Rheumatology | 1.3 | \$106,063.60 |
| Urology | 2.2 | \$181,978.28 |
| Obstetrics / Gynecology | 4.0 | \$329,951.18 |
| ANNUAL SALARIES / BENEFIT COMPENSATION NOT TO EXCEED | | \$6,080,922.27 |

EXHIBIT "B 2"
COMPENSATION RATES AND TERMS

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

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

Reimbursement for RUHS RESIDENTS will be made for rotations that occur at LLUH for the period July 1, 2019-June 30, 2020 at the following rates:

| | PRG 1 | PRG 2 | PRG 3 | PRG 4 | PRG 5 |
|-----------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Salary | \$58,950.00 | \$60,904.00 | \$63,297.00 | \$65,795.00 | \$68,488.00 |
| Health Benefits | \$9,876.00 | \$9,876.00 | \$9,876.00 | \$9,876.00 | \$9,876.00 |
| Life Insurance | \$55.17 | \$55.17 | \$55.17 | \$55.17 | \$55.17 |
| Long/Short Term Disability | \$480.00 | \$480.00 | \$480.00 | \$480.00 | \$480.00 |
| Medicare Tax | \$854.78 | \$883.11 | \$917.81 | \$954.03 | \$993.08 |
| Optical Insurance | \$199.41 | \$199.41 | \$199.41 | \$199.41 | \$199.41 |
| Life Certs | \$132.00 | \$132.00 | \$132.00 | \$132.00 | \$132.00 |
| Retirement | \$14,404.43 | \$14,881.89 | \$15,466.62 | \$16,077.01 | \$16,735.04 |
| Social Security | \$3,654.90 | \$3,776.05 | \$3,924.41 | \$4,079.29 | \$4,246.26 |
| Unemployment Ins | \$119.02 | \$122.97 | \$127.80 | \$132.85 | \$138.28 |
| Total Benefits | \$29,775.71 | \$30,406.60 | \$31,179.22 | \$31,985.75 | \$32,855.24 |
| TOTAL | \$88,725.71 | \$91,310.60 | \$94,476.22 | \$97,780.75 | \$101,343.24 |

| | PRG 1 | PRG 2 | PRG 3 | PRG 4 | PRG 5 |
|----------------------|--------------|--------------|--------------|--------------|--------------|
| Yearly | \$88,725.71 | \$91,310.60 | \$94,476.22 | \$97,780.75 | \$101,343.24 |
| Monthly | \$7,393.81 | \$7,609.22 | \$7,873.02 | \$8,148.40 | \$8,445.27 |
| Daily (7 Day) | \$243.08 | \$250.17 | \$258.84 | \$267.89 | \$277.65 |

| RUHS Resident Rotations | Maximum FTE | Total Compensation |
|--------------------------------|--------------------|---------------------------|
| General Surgery | 2.0 | \$182,621.20 |

EXHIBIT "C"
MISSION STATEMENT

Mission

To continue the teaching and healing ministry of Jesus Christ.



Vision

Innovating excellence in Christ-centered health care.

LOMA LINDA UNIVERSITY

MEDICAL CENTER

Values

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

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

Integrity Ensuring our actions are consistent with our values.

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

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

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

Teamwork Collaborating to achieve a shared purpose.

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

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

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

A Seventh-day Adventist Institution

LLUM: \SACTG\MAL\01 11.02111

MISSION

Improve the health and well-being of our patients and communities through our dedication to exceptional and compassionate care, education, and research.

VISION

Lead the transformation of health care and inspire wellness, in collaboration with our communities, through an integrated delivery network to bring hope and healing to those we serve.

VALUES

TRIED

TEAMWORK – we value and cultivate the contributions of team members, academic institutions, and community and corporate partners

RESPECT – we embrace diversity and treat one another and those we serve with dignity and compassion

INTEGRITY – we uphold the highest standards of professionalism, ethics and fiscal accountability through our commitment to confidentiality, public trust and transparency

EXCELLENCE – we strive for the best in everything we do, and are committed to continuously improving quality, safety and service

DISCOVERY – we welcome innovative ideas and promote learning to provide the latest advancements in health care and technology

and **TRUE** – to our values