Program Letter of Agreement

Program Letter of Agreement Between
Arrowhead Regional Medical Center and
Children's Hospital Los Angeles (**CHLA**)

Covering Residents on Elective Rotations **from Arrowhead Regional Medical Center** program of N**eurological Surgery to** CHLA program of N**eurological Surgery.** This Program Letter of Agreement will be in effect from **April 7, 2015** until **June 30, 2019**.

RESPONSIBLE PERSONS:

At **Arrowhead Regional Medical Center**
Dan Miulli, DO Program Director
Program of **Neurological Surgery**

Teresa Smith, MBA
Administrative Contact
Email: **smithte@armc.sbcounty.gov**
Phone: **(909) 580-6157**

At Children's Hospital Los Angeles (**CHLA**):
Mark Krieger, MD
Program Director
Program of **Neurological Surgery**

Jacqueline Sandoval
Administrative Contact
Email: **jsandoval**@chla.usc.edu
Phone: **323-361-3151**

1. Responsibilities of **Arrowhead Regional Medical Center** Program Director:
Dr. **Miulli** at Arrowhead Regional Medical Center develops curriculum, approves the designation of teaching staff and assigns residents to ensure an educational experience, which meets the ACGME Program Requirements for Residency Education. The Program Director, working with the faculty, determines the educational goals and objectives to be achieved through rotations of residents to other institutions. The Program Director is responsible for the selection of residents and the overall coordination of the residency program.

2. Administrative, educational, and supervisory responsibility at CHLA
Dr. **Krieger** will assume administrative, educational, and supervisory responsibility for the residents while they are on rotation at CHLA. This will include, but is not limited to, day-to-day supervision, evaluation, conflict resolution, conferences, etc. The teaching staff at CHLA who is responsible for supervising the **Arrowhead Regional Medical Center** residents while on rotation will be selected by Dr. **Krieger** with the concurrence of the program director at **Arrowhead Regional Medical Center.**

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

4. Activities
The Program Director at **Arrowhead Regional Medical Center** is responsible for the oversight of all resident activities. While at CHLA, the residents will take an active role in availing themselves of all educational opportunities. The responsibility for teaching, supervision and the formal evaluation of the residents' performances are the duties of CHLA faculty as directed by Dr. **Krieger.** The educational policies and procedures governing resident activity will conform to the ACGME Essentials of Accredited Residencies, including the Program Requirements and Institutional Requirements. CHLA agrees to provide policies and procedures and facilities that meet the relevant ACGME Institutional requirements.

5. Period of assignment, financial arrangements, insurance coverage, and benefits:
Changes in assignments may be made at the discretion of the Program Directors, based on educational content.

Arrowhead Regional Medical Center will assign **1** resident at the PGY-**5** level each for **3** month/s rotation per academic year at CHLA.

Residents will continue to receive their salaries and benefits provided by **Arrowhead Regional Medical Center** with no reimbursement from CHLA. During the CHLA rotation, **Arrowhead Regional Medical Center** shall continue to cover malpractice insurance and Workers' Compensation (Disability) insurance while acting in the performance of his or her duties or in the course and scope of his or her assignment as per the County of San Bernardino resident master employment agreement.

Residents will be under the general directives of the policies of **Arrowhead Regional Medical Center** in regards to benefits, leave time, etc.

6. Formal evaluations of residents

Evaluations will be done in accordance with standard evaluation forms used at **Arrowhead Regional Medical Center**. Forms will be forwarded to the CHLA Program Director for completion. Residents will have an opportunity to evaluate the faculty and program at CHLA. The policies and procedures for discipline of residents are those of **Arrowhead Regional Medical Center** as the sponsoring institution. Dr. **Krieger** at CHLA can request the removal of a resident by informing the program director who will then notify the resident. A written evaluation and documentation for dismissal of the resident must be transmitted within 48 hours. The residents must comply with the medical staff policies of CHLA and are required to complete medical records, operative reports, and other required documentation of patient care in which they participate.

7. Termination

This Agreement will be valid from **April 7, 2015** to **June 30, 2019**, unless otherwise modified or terminated by either party. Either party, acting with or without cause, may terminate this agreement with at least 60-days prior written notice by informing the program director and chair of the relevant department.

8. Indemnification

Each party (the *Indemnifying Party*) shall indemnify, hold harmless, and defend the other party and its shareholders, directors, officers, employees, volunteers, affiliates, agents, successors, and assigns of each of them (collectively, the *Indemnified Party*) from and against any and all claims, suits, damages, fines, penalties, liabilities, and expenses, including reasonable attorneys' fees, resulting from or arising out of the acts or omissions of, or the breach of the Agreement by the *Indemnifying Party* or its directors, officers, employees, agents, and volunteers. This section shall survive the termination of the Agreement.

9. HIPAA

Each party agrees, as necessary, to comply with federal regulations issued under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 or other law or Regulation promulgated pursuant to its purpose.

10. Non-Discrimination

There shall be no discrimination on the basis of race, national origin, religion, creed, gender, sexual orientation, age, veteran status, or handicap in either the selection of residents for participation in the program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the resident's effective participation in the program.

11. Governing Law

This letter of agreement shall be governed and construed in accordance with the laws of the State of California.

12. Signatures below indicate agreement of this affiliation:

County of San Bernardino on behalf of Arrowhead Regional Medical Center		**Children's Hospital Los Angeles (CHLA)**	
_____	_____	_____	_____
Dan Miulli, DO	Date	**Mark Krieger**, MD	Date
Program Director		Program Director	
_____	_____	_____	_____
Dan Miulli, DO	Date	Rima Jubran, MD MPH MACM	Date
Director of Medical Education		Director of GME/DIO	
_____	_____	_____	_____
James Ramos	Date	Rodney B. Hanners	Date
Chairman, Board of Supervisors		Senior Vice President and COO	

Exhibit 1

Program Letter of Agreement
Between **Arrowhead Regional Medical Center** and
Children's Hospital Los Angeles (**CHLA**)

Covering Residents on Elective Rotations
from Arrowhead Regional Medical Center program of Neurological Surgery
to CHLA Division of **, program of Neurological Surgery**

A. Goals and Objectives

1. Goals of the Rotation:

2. Competency-based Objectives:

3. Decision-Making and Value Judgment Skills:
   a.

   b.

   c.

B. Rotation Schedule:

C. Methodology to Accomplish Goals and Objectives