

PROGRAM LETTER OF AGREEMENT

This PROGRAM LETTER OF AGREEMENT ("**Agreement**") is made and entered into as of [_____, 20__] by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("**County**") and [_____] ("**Affiliate**"). County and Affiliate may be described singularly as a "**Party**" or together as "**Parties**" throughout this Agreement.

RECITALS

WHEREAS, Natividad Medical Center, an acute care hospital owned and operated by the County, offers a Family Residency Training Program that has established itself as a high-quality educational program for the training of family medicine residents in hospital-based and ambulatory care, with an emphasis on meeting the needs of underserved populations ("**Program**"). For the avoidance of doubt, any reference to "Program" herein shall be a reference to the County. The County is committed to educating family physicians to help meet the rapidly changing scope and complexity of healthcare needs.

WHEREAS, County desires to partner with other U.S. health-care institutions, health-care organizations, community providers and professional schools at which Program residents can participate in a rotation to obtain additional clinical experience ("**Rotation**"), which promotes a valid and substantial public purpose within the authorized mission of the County, and Affiliate desires to provide clinical facilities which can be used to furnish such experience to Program residents and desires to have its facilities so used.

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

AGREEMENT

1. TERM.

The term of this Agreement shall commence on [**INSERT DATE**] and terminate on [**INSERT DATE**] unless earlier terminated as provided in Section 4 below. The duration of each Rotation shall be [**INSERT LENGTH OF TIME**].

2. COUNTY Responsibilities.

a. **Appropriate Paperwork.** Prior to the Rotation by a Program resident (a "**Resident**") pursuant to this Agreement, Program will require the Resident to complete the required Affiliate paperwork and will work with Affiliate to ensure paperwork is complete.

b. **Rotation Schedule.** Program shall provide in writing, sufficiently in advance to allow for convenient planning of schedules, the dates of the Rotation for each

Resident, along with other information as necessary to facilitate each Resident's participation in the Rotation.

c. **Program Director.** The Program Director shall be Steven W. Harrison, M.D., or such other person as Program shall designate, in writing, as the liaison who shall be primarily responsible for planning and exchange of information under this Agreement, on behalf of Program ("**Program Director**").

d. **Qualifications.** Program shall select Program residents to participate in the Rotation who are appropriately credentialed, licensed, or otherwise authorized to participate in the Rotation.

e. **Activities.** Program will require each Resident to perform all activities under a designated Affiliate supervisor. If Residents are engaging in clinical activities, Program acknowledges and understands that Residents will only be permitted to practice medicine under the supervision of an Affiliate physician licensed to practice medicine in Affiliate's state or other licensed professionals, as appropriate, and within the limits of Program's training program. The Goals and Objectives Associated with the Rotation are attached hereto and incorporated herein as Exhibit A.

f. **Identification.** Program will require Residents to provide appropriate identification to Affiliate prior to the beginning of each rotation. Program will instruct Residents that while on Affiliate's premises; Residents will follow applicable Affiliate photo identification badge policies.

g. **Dress.** Program will require Residents to dress in a business/professional manner, as appropriate to the Affiliate setting and in accordance with Affiliate policies.

h. **Health Insurance and Salary.** Program is responsible for providing Resident's health insurance and salary.

i. **Discipline.** Program shall be responsible for the discipline of Residents in accordance with Program's policies and procedures.

3. **Affiliate Responsibilities.**

a. **Site Director.** Affiliate's Site Director is [**INSERT NAME**], or such other person as Site Director shall designate from time to time, in writing, as a liaison to coordinate Residents' duty schedules and activities during the Rotation ("**Site Director**"). The Site Director shall act as liaison with Program and shall communicate with Program as necessary on all matters related to Residents. The Site Director will work with Program to establish mutually agreed upon requirements of the Rotation prior to each Resident's Rotation, will make sure the Resident meets these requirements and will ensure the Resident has reviewed the goals for the rotation if applicable. Program will provide an appropriate experience for each Resident based on the communicated level of the Resident's education, ability, and training. Supervision and teaching of Resident will

be in accordance with ACGME requirements and all applicable policies and regulations, including any Program policies as provided to Affiliate.

b. **Faculty Supervisors.** Faculty supervisors that will assume both educational and supervisory responsibilities for Residents at Affiliate are identified in Exhibit B. Such preceptors shall attend at least two (2) hours of Program's faculty development sessions related to resident teaching annually. Affiliate, and not Program, is solely responsible for any remuneration provided to Affiliate preceptors.

c. **Accreditation Requirements.** Where appropriate, Affiliate will be in compliance with Accreditation Council for Graduate Medical Education ("ACGME") requirements.

d. **Staff and Facilities.** Affiliate will maintain adequate staff and facilities at its site to meet the educational goals and objectives of the Rotation, in a manner consistent with the standards and requirements established by Program and ACGME, and shall maintain all appropriate licenses and accreditations for applicable Affiliate facilities.

e. **Duty Schedules.** Affiliate shall implement duty schedules for Program residents in accordance with Program's educational goals and objectives and applicable requirements of the Rotation and ACGME as follows:

i. Affiliate shall promote the Rotation's educational goals by ensuring that Residents' learning objectives are not compromised by excessive reliance on Residents to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Affiliate must ensure that Residents are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

ii. Affiliate shall ensure that Residents' duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Residents, and the applicable requirements of Program and ACGME.

f. **Evaluation of Residents.** Within two (2) weeks of the completion of the Rotation for each Resident, Affiliate shall provide to Program all required evaluation materials to allow for Program to properly evaluate the Resident's performance during the Rotation and determine if the Rotation has fulfilled the requirements for the Resident to receive credit towards program completion.

g. **Health Insurance.** Affiliate shall not be responsible for the cost of Residents' health insurance or for any medical care costs incurred for the medical

treatment of Residents. Notwithstanding the foregoing, Affiliate will provide Residents first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Residents in the event of a needlestick injury to or other exposure of Residents to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control (“CDC”) or the community’s standard of care. In the event of a work-related injury, Affiliate will notify Program within 24 hours of the injury and coordinate follow-up care and transportation back to Monterey County as needed.

h. **Discipline.** Affiliate agrees to cooperate with and assist Program in the investigation of facts which may serve as a basis for taking any disciplinary or academic action against any Resident, and to inform Program: (1) immediately upon investigation of a Resident; (2) within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a Resident; (3) prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Resident has been named or in which a settlement is being proposed on a Resident’s behalf; or (4) prior to making a report to the National Data Bank or the Medical Board of California in which a Resident is named.

4. **TERMINATION.**

a. **Termination of Rotation.** Affiliate shall have the right, for good cause and after consultation with Program, to prohibit further attendance at Affiliate of a Resident; provided, however, that Affiliate will not take any action against a Resident in an arbitrary or capricious manner.

b. **Termination of Agreement.** Notwithstanding any other provision to the contrary, either Party to this Agreement may terminate it at any time, with or without cause, by providing written notice to the other Party, provided that the Parties shall, in any event of termination under this section, cooperate to ensure that rotations then in place are terminated in a manner that is not likely to affect the current Residents.

5. **INSURANCE.**

a. **General Liability Insurance.** Covered under program beta

b. **Professional Medical Liability Insurance** County represents and warrants that it maintains comprehensive professional liability insurance for Residents and Program employees. Affiliate represents and warrants that it maintains comprehensive professional liability insurance for Affiliate faculty.

c. **Worker’s Compensation Liability Insurance** as required by law provided by County.

d. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks related to performance.

It should be expressly understood that the coverages required under this Agreement shall not in any way limit the liability of Affiliate or County.

6. **INDEMNIFICATION.**

a. **By County.** County shall defend, indemnify and hold Affiliate, Affiliate Physicians, its officers, employees and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County, County Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Affiliate, Affiliate Physicians, its officers, employees, agents, or sub-contractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Affiliate. County shall reimburse Affiliate for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which County is obligated to indemnify, defend and hold harmless Affiliate under this Agreement.

b. **By Affiliate.** Affiliate shall defend, indemnify and hold County, County Physicians, its officers, employees, Residents, and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Affiliate, Affiliate Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County, County Physicians, its officers, employees, Residents, or agents. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County. Affiliate shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Affiliate is obligated to indemnify, defend and hold harmless County under this Agreement.

7. **MISCELLANEOUS.**

a. **Notices.** All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

Program

Natividad Medical Center Family Medicine Residency Program
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Program Director

Affiliate

b. **Patient Records.** Any and all of Affiliate's medical records and charts created at Affiliate's facilities as a result of performance under this Agreement shall be and shall remain the property of Affiliate. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA").

c. **Independent Contractor.** Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between Program and Affiliate hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither Program nor Affiliate hereto, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee or representative of the other. Program and Affiliate agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and local laws and regulations.

d. **Use of Name.** Neither Party will use the name of the other or its employees, either expressly or by implication, in any publicity, solicitation, or advertisement without the express written approval of the other Party to this Agreement.

e. **No Third-Party Beneficiaries.** This Agreement is not intended and shall not be construed to create any rights for any third Party.

f. **Assignment.** Neither Affiliate nor Program shall assign their rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the other.

g. **Amendments.** No amendment, changes to or waivers or termination of this Agreement shall be effective unless made in writing and signed and delivered by authorized representatives of the Parties.

h. **Counterparts and Authority.** This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such

counterparts together shall constitute but one and the same instrument. Each Party represents that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

i. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

j. **Waiver.** Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

k. **Exhibits.** Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

l. **Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California with venue proper in Monterey County, California, without giving effect to conflict of law principles.

m. **No Discrimination.** Program and Affiliate agree not to engage in unlawful discrimination against or harassment of any Resident pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws.

n. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

The parties have executed this Agreement as set forth below.

“COUNTY”

“AFFILIATE”

COUNTY OF MONTEREY, a political
subdivision of the State of California

[_____, a _____]

By:

By:

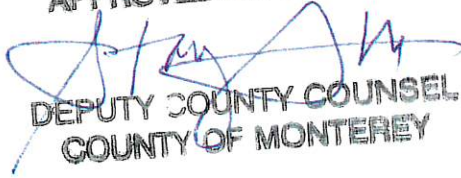
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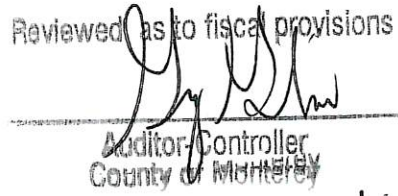
Title:

Title:

APPROVED AS TO FORM


DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions


Auditor/Controller
County of Monterey

10-13-16

EXHIBIT A

Goals and Objectives

[Insert specific goals and objectives for Rotation (e.g., based on ACGME requirements)]

EXHIBIT B

Faculty Supervisors