

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

945



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
February 28, 2012

SUBJECT: Professional Service Agreement between the Regents of the University of California and the County of Riverside

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve the Professional Medical Services Agreement with the Regents of the University of California, and
- 2) Authorize the Chairperson to sign four (4) copies of the Agreement; and
- 3) Direct the Clerk of the Board to return all four (4) copies of the signed originals to Riverside County Regional Medical Center Administration. Upon final execution by the Regents of the University of California, a fully executed agreement will be returned to the Clerk of the Board.

(continued on Page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$251,100	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

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipns*
 DATE: *2/26/12*
 Departmental Concurrence

Policy
 Policy

Consent
 Consent

ATTACHMENTS FILED
 Dept Recomm. THE CLERK OF THE BOARD
 Per Exec. Ofc.:

3.37

BOARD OF SUPERVISORS

Page 2

SUBJECT: Professional Service Agreement between the Regents of the University of California and the County of Riverside

BACKGROUND:

Riverside County Regional Medical Center (RCRMC) and the Regents of the University of California through its Riverside Campus, School of Medicine (UCR) have agreed to partner and provide health care services to Riverside County residents with a special focus on individuals and populations with special needs. All physicians providing health care services as part of this agreement are employees of UCR, but are subject to the approval of the RCRMC's Chief of Staff and the Hospital Director. Each of the UCR physicians must apply for medical staff privileges before they can provide health care services. UCR will provide an initial three (3) board certified physicians to provide clinical care and treatment under this agreement. UCR has agreed to obtain administrative authorization before additional physicians are hired beyond the initial three (3) to a maximum of ten (10) board certified physicians, to provide additional health care services for RCRMC. Any required budget adjustments for this professional services agreement will be made in the third quarter budget.

REVIEW/APPROVAL:

County Counsel has approved the agreement as to legal form.

DB:cg

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE COUNTY OF RIVERSIDE**

This Agreement (the "Agreement") entered into by and between the Regents of the University of California, a California Constitutional corporation, on behalf of its Riverside Campus, School of Medicine (hereinafter referred to as "UCR") and COUNTY of Riverside, on behalf of its Riverside COUNTY Regional Medical Center (hereinafter referred to as "COUNTY"), sets forth the terms and conditions under which UCR will provide professional medical services to COUNTY.

RECITALS

- A. COUNTY is the owner and operator of Riverside County Regional Medical Center an acute care hospital in Moreno Valley, California, located at 26520 Cactus Avenue, Moreno Valley California 92555, a full service hospital, including Level II Trauma Center;
- B. The mission of COUNTY is to provide quality health care to Riverside County residents with a special focus on individuals and populations in need;
- C. UCR operates a School of Medicine which employs physicians ("Physicians") who are licensed to practice medicine in the State of California and are qualified to provide the services identified in this Agreement for the COUNTY's patients;
- D. The mission of the University of California, through its Schools of Medicine, is to provide quality professional graduate and post-graduate education, to conduct innovative medical research, to transmit medical knowledge, and to provide education, public service and quality health care to the communities they serve;
- E. COUNTY desires to provide for physician services to be performed for its patients by UCR and desires through this agreement to contract for professional services.
- F. UCR desires to provide those services as set forth in this Agreement.

1. GENERAL UNDERSTANDINGS

1.1 Physician(s) performing services under this agreement shall be employees of UCR and shall be selected by the UCR for performance under this Agreement but shall be subject to the approval of COUNTY. UCR will work in conjunction with COUNTY in the recruitment, hiring and orientation of the physicians.

1.2 The COUNTY's Chief of Staff, or designee, shall coordinate with the UCR in planning the days and hours of physician service, however UCR shall have final approval of such plans and geographical areas of assignment.

1.3 COUNTY will credential, privilege and appoint UCR physicians to COUNTY medical staff pursuant to COUNTY medical staff bylaws, policies and procedures. UCR will ensure that the UCR physicians performing the services under this agreement timely submit complete credentialing, privileging and medical staff applications. No UCR physician will be permitted to provide services at Riverside COUNTY facilities until satisfactory completion of the credentialing and appointment to the medical staff.

1.4 COUNTY will provide orientation for UCR employed physicians to inform them of the COUNTY rules and regulations.

1.5 If the conduct or health of the physician should be such as to impair or unfavorably affect the COUNTY's program, the COUNTY may request UCR that such physician be removed from further participating under this Agreement. Such request for suspension will be in writing and include a statement of the reason(s) for requested suspension. COUNTY shall be responsible for taking any independent peer review action in accord with their medical staff policies and procedures if such action is based on quality of care issues.

1.6 COUNTY and UCR acknowledge that none of the benefits granted to UCR or any physician employed by UCR are conditioned on any requirement that UCR or physician make referrals to, be in a position to make or influence referrals to, or otherwise generate business for COUNTY. The parties further acknowledge that UCR physicians are permitted to establish staff privileges at or otherwise generate business for, any other facility of his/her choosing.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

2. **RESPONSIBILITIES OF UCR**

2.1 **Professional Services**: UCR shall provide COUNTY with the services of ten (10) dedicated board certified physicians who are employed by UCR to provide clinical care and treatment to patients at HOSPITAL facilities under this agreement. UCR agrees to obtain administrative authorization from COUNTY for hiring of physicians beyond the initial complement of three (3) physicians. UCR physicians shall not perform any administrative services such as medical director for COUNTY. In the event that any or all of the UCR physicians assigned to COUNTY under this agreement are not available to provide clinical services for any reason, UCR shall provide alternative employed UCR physicians who meet the COUNTY approval.

2.2 **Scope of Professional Services**: UCR Physicians shall:

1. Provide primary care services at Riverside County Regional Medical Center.
2. Participate in discussions with COUNTY leadership to improve clinical effectiveness and efficiency in a community setting characterized by diverse ethnicities and socio-economic backgrounds
3. Assist the COUNTY in improving health equity for COUNTY patients
4. Participate in clinical initiatives developed by the COUNTY's Chief of Medical Services as requested and agreed upon between COUNTY and UCR.
5. Participate in Clinician Team meetings when possible.

6. Participate in COUNTY's quality improvement and patient safety programs.
7. Perform to the satisfaction of the COUNTY'S Chief of Medical Services and in conformance to and consistent with the appropriate standards of professionals in the same discipline in the State of California.
8. Participate in hospital initiatives to meet the regulations for reporting of costs as required by government sponsored health care programs.

2.3 **Supervision of Housestaff:** UCR physicians performing the services under this agreement will hold UCR clinical faculty appointments through the UCR School of Medicine. Such faculty may be assigned to provide supervision of COUNTY employed residents in support of the COUNTY residency program.

2.4 **Physician Qualifications and Standards:** UCR Physicians providing Services under this Agreement shall be licensed in California as a physician and surgeon and shall be board certified. UCR will ensure that each physician performing services under this agreement is not on the Office of Inspector General List of Excluded Individuals and Entities. Each UCR Physician providing Services hereunder shall be expected to perform his or her professional medical duties in accordance with: (a) COUNTY's Medical staff Bylaws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in California; and (c) the standards and recommendations of the Joint Commission.

2.5 **Physician Information:** No later than two (2) weeks after COUNTY approval of the UCR physicians who will provide services under this Agreement, UCR will ensure the UCR Physicians provide complete COUNTY designated credentialing, privileging and medical staff appointment applications for processing by COUNTY medical staff personnel.

3.0 RESPONSIBILITIES OF COUNTY

COUNTY shall be responsible for the following:

3.1 **Accreditation:** COUNTY shall maintain all appropriate accreditation and licensing for its facilities.

3.2 **Credentials Verification and Privileging.** COUNTY shall perform credentials verification, privileging and appoint UCR physicians to COUNTY medical staff in accord with COUNTY policies and procedures. COUNTY shall be responsible to perform their independent criminal background check and primary verification of privileges. UCR is not expected to disclose any of their collected information to COUNTY nor is UCR expected to make any decisions on behalf of COUNTY regarding physician competency.

3.3 **Space.** COUNTY shall furnish UCR Physicians with suitable clinical space and support staff to perform the Services. UCR Physicians will perform the Services for COUNTY in various COUNTY facilities unless otherwise agreed to by the parties in writing. COUNTY shall remain responsible for the overall management and operation of the clinic(s) and shall maintain such space and facilities in good and sanitary order, condition, and repair. COUNTY will be responsible for the selection, hiring, and evaluations, compensation, supervision and termination or promotion of COUNTY administrative staff,

3.4 **Equipment.** COUNTY shall furnish such equipment and supplies necessary for UCR Physicians to perform Services. COUNTY will be responsible for ensuring that the equipment used by UCR Physicians pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.

3.5 **Services and Supplies** COUNTY shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including medical records, administrative and engineering services, and expendable supplies as COUNTY and UCR agree is necessary for the proper operation and conduct of the clinic(s).

3.6 **Personnel** COUNTY shall employ or otherwise retain all non-physician personnel, including nurses, technicians, therapists, allied health practitioners including nurse practitioners and physician assistants and clerical personnel necessary for the proper operation and conduct of the clinic(s). COUNTY shall ensure that such personnel are appropriately trained and certified or licensed as necessary and are covered by COUNTY's medical malpractice and general liability insurance. The COUNTY shall be responsible for the discipline of COUNTY personnel and shall investigate complaints by UCR regarding COUNTY personnel to determine the necessity for specific action. Whenever such complaint provides reasonable grounds to believe that the safety of any person or property in COUNTY facility may be at risk, the COUNTY shall make reasonable efforts, consistent with the established COUNTY procedures, to temporarily reassign such employees or personnel and/or exclude such employees or personnel from the COUNTY facility, pending resolution of the complaint, subject to processes negotiated by the County with the Union. COUNTY shall be solely responsible for satisfying any and all obligations for any personnel it retains, employs or contracts with to assist it to perform this Agreement. Such obligations shall include, but are not limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs

3.7 **Right of First Refusal** COUNTY shall not hire an outside entity to provide clinically related or clinical services in Family Medicine or Internal Medicine at COUNTY hospital facility without first offering the UCR the opportunity to provide such services on the same terms offered by the outside entity. The UCR shall be given thirty (30) days to decide if it can provide the service at such terms. This right of first refusal does not apply to support services.

4.0 **OSHA REGULATIONS**

COUNTY hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that their facilities, policies and practices are in compliance with OSHA standards. COUNTY will provide required training to all UCR physicians working in COUNTY facilities.

5.0 **RECORDS AND DOCUMENTS**

UCR shall make available, upon written request and a minimum of 2 business days' notice, by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the UCR'S costs related to

this Agreement. All such books, documents and records shall be maintained by UCR for at least five years following termination of this Agreement and be available for audit by the COUNTY. UCR shall provide to the COUNTY reports and information related to this Agreement as requested.

6.0 COMPENSATION AND BILLING

6.1 In consideration of services provided by UCR pursuant to this Agreement, UCR shall be entitled to receive payment as specified in Exhibit A, PAYMENT PROVISIONS, attached hereto and incorporated herein. Maximum payment by COUNTY to UCR shall not exceed two million, one hundred eighty-two thousand, three hundred seventy dollars (\$2,182,370) for the services of a maximum of ten (10) physicians to provide administrative, supervisory, teaching services, direct patient care and professional medical services provided on-site at COUNTY clinics in consideration of the services rendered under this Agreement. UCR will provide to COUNTY invoices detailing the classification level of the professionals providing services as described herein and the number of professionals provided during the preceding month.

COUNTY will provide payment to UCR for services rendered pursuant to this Agreement by 30 days after receipt of invoice from UCR for the preceding month services. Payment shall be made by check made payable to The Regents of the University of California and mailed to the Address in **Exhibit A**. In order for UCR to keep physician salaries aligned to COUNTY salary scales, COUNTY will disclose salaries no less than one time per year and/or as necessary as notices of salary scales are updated. Agreement will be reviewed on an annual basis to make necessary adjustments for changes in COUNTY salary scales and subsequent payment provisions to UCR.

In addition to the compensation paid directly by COUNTY to UCR for services provided by this Agreement, COUNTY specifically permits UCR to bill insurance providers for the physician services rendered to COUNTY patients under this Agreement. UCR will be responsible for the billing and collection of such insurance. UCR shall not be entitled to bill or be reimbursed separately for professional services provided for: A.) COUNTY patient care for Juvenile Hall patient (inpatient and outpatient), B.) Riverside County jail patient (Detention Health) (inpatient and outpatient), C.) Medically Indigent Services Program (MISP) of COUNTY (inpatient and outpatient), D.) Riverside County HealthCare (RCHC) program of COUNTY (inpatient and outpatient).

6.2 UCR agrees to participate in all managed care programs contracted by, or sponsored by, or approved by the COUNTY.

6.3 UCR shall bill Medicare, Medi-Cal and all other third party payers for the professional fees for outpatient services performed in the COUNTY clinics, using the modifier "outpatient hospital-based clinic" to designate the place of service on each such billed item as required by federal regulation.

6.4 COUNTY is not responsible for any fees or cost incurred above or beyond the contracted amount, as stated above in Section 6 COMPENSATION, Paragraph 1. Unless otherwise specifically stated in Exhibit A, PAYMENT PROVISIONS, COUNTY shall not be responsible for payment of any of UCR'S expenses related to this Agreement.

6.5 COUNTY will be obligated for payment of services rendered in accordance with this agreement. In the event of COUNTY funding shortfall, COUNTY shall immediately notify UCR in writing 90 days prior to the effective date of funding termination and will actively work with UCR on

agreement of continued UCR provision of services and payment going forward.

6.6 COUNTY represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. COUNTY shall use its best efforts to ensure that all claims relating to the Services satisfy all applicable payor rules, regulations, and instructions. Without limiting the scope of the indemnification provided in Section 14.1 below, COUNTY shall indemnify, defend and hold harmless UCR and UCR physicians from any liability, loss, damage, claim, fine, or expense, including costs and reasonable attorneys' fees, arising from any actual or alleged billing errors, false claims, or insurance fraud relating to claims submitted by COUNTY for any Services.

7. **DISCRIMINATION - PROHIBITION.**

UCR and COUNTY agree not to discriminate in the selection or acceptance of any UCR physician pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship.

8. **TERM AND TERMINATION**

8.1 **Term** The term of this Agreement shall be effective on the date of execution through June 30, 2012, and automatically continue on an annual basis for a maximum of five (5) years with option to renew for five (5) years, renewable in one year increments by written amendments, unless terminated, as provided herein. Payment by COUNTY for UCR physicians will commence upon appointment to medical staff and the execution of this Agreement or by mutual agreement of the parties.

8.2 **Termination Without Cause** Either party may terminate this Agreement without cause upon at least ninety (90) days' prior written notice to the other party.

8.3 **Termination With Cause** Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

8.4 **Immediate Termination** Notwithstanding any other provision herein, this Agreement may be terminated immediately by either party if: (a) COUNTY has its license to practice medicine in the State of California suspended or revoked; (b) if the insurance coverage for UCR Health or COUNTY, as required hereunder, is canceled or modified; or (c) if COUNTY fails to maintain its Joint Commission accreditation or meet the requirements of the Medicare conditions of participation.

8.5 **Termination Prior to One Year** If either party terminates this Agreement prior to the end of the first one-year term, the parties agree that they shall not enter into another agreement for the same Services until after the date of the one-year term.

9. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

10. CONFIDENTIALITY

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Each party understands that, as a provider of medical treatment services, COUNTY is a “covered entity” under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA. The parties agree to maintain the confidentiality of all medical records or medical information under this Agreement in accordance with all applicable federal and state laws and regulations.

11. HIPAA REGULATIONS

UCR hereby verifies knowledge of HIPAA standards and codes relating thereto as they apply to patient care, the UCR, and UCR programs, and states that all UCR physicians performing services under this Agreement will be instructed in accordance therewith. A strict code of confidentiality is to be maintained. All information obtained from client/patient records is to be held in confidence. No copies of client/patient records shall be made, and no records or copies thereof are to be removed from COUNTY. Clients/Patients will not be identified in any manner in reports of case studies undertaken by physician. UCR will prohibit the publication by its physician employees of any material relative to their clinical learning experience that has not been approved in writing for release for publication by both the COUNTY and the UCR.

12. STATUS OF THE PARTIES

It is the express intention of the parties that the legal status of UCR to COUNTY shall be that of an independent contractor, furnishing the services of its employees to COUNTY under a contractual arrangement which constitutes neither a partnership, joint venture, or a cost-sharing arrangement. UCR shall be solely responsible for paying or withholding all relevant taxes arising from the compensation of the UCR Physicians, and UCR shall be solely responsible for all other governmental requirements applicable to UCR and the UCR Physicians arising out of their employment relationship. The UCR Physicians shall have no claim under this Agreement, or otherwise, against COUNTY for workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility, if applicable, of UCR.

13. CONDUCT OF UCR

13.1 UCR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict

in any manner or degree with UCR'S performance under this Agreement. UCR agrees to inform the COUNTY of all the UCR's interests, if any, which are or may be perceived as incompatible with the COUNTY'S interest.

13.2 UCR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or firms with whom the UCR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 UCR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

14. INDEMNIFICATION AND INSURANCE

14.1 **Indemnification by COUNTY.** COUNTY shall defend, indemnify and hold The Regents of the University of California, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.

14.2 **Indemnification by UCR.** The Regents of the University of California shall defend, indemnify and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers or employees in accord with the California Government Code.

14.3 **Insurance for COUNTY.** COUNTY shall secure and maintain the insurance coverage described in **Exhibit B**, a copy of which is attached hereto and incorporated herein by this reference.

14.4 **Insurance for UCR.** The Regents of the University of California shall secure comprehensive general liability insurance and workers compensation liability insurance on behalf of its employees in accordance with UCR policies and procedures as described in **Exhibit B**, attached hereto and incorporated herein by this reference. COUNTY will be responsible to provide professional medical liability for the services provided under this agreement.

15. USE OF NAME AND MARKETING

15.1 **Use of Name.** The parties agree that any use of the "UCR," or the "University of California" name or other similar references to the University of California, Riverside, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

15.2 **Marketing of UCR Physicians.** COUNTY shall not advertise or use any of the UCR Physician's names in any marketing materials without UCR's prior written consent.

16. JURISDICTION/VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. UCR agrees and consents to the exclusive jurisdiction of the courts in the County of Riverside, of the State of California.

17. ALTERATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

18. ENTIRE AGREEMENT

This Agreement including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

19. SEVERABILITY

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 without being impaired or invalidated in any way.

20. ASSIGNMENT/SUB-CONTRACTORS

Neither UCR nor COUNTY may delegate or assign any interest in this Agreement. No contract shall be made by the UCR with any other party for furnishing any of the work or service under this Agreement; but this provision shall not require the approval of contracts of employment between the UCR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

21. WAIVER

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.

22. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Office of the Hospital CEO
COUNTY of Riverside c/o
Riverside COUNTY Regional Medical Center
26520 Cactus Ave.
Moreno Valley, CA 92555

UCR:

Office of the Senior Associate Dean, Finance and Administration
School of Medicine
University of California, Riverside
900 University Avenue
School of Medicine Research Building
Riverside, CA 92521

or to such other address(es) as the parties may hereafter designate.

23. OTHER PROVISIONS

23.1 **Change in Law.** In the event that a change in state or federal law, statute, regulation, or enforcement or same materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.

23.2 **Third Parties.** This Agreement is not intended and shall not be construed to create any rights for any third party.

23.3 **Exhibits.** All Exhibits referred to herein are hereby incorporated herein. In the event that any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.

24. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

25. **ABILITY TO ENTER AGREEMENT.** Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

26. **COMPLIANCE** The Compliance Officer of either party, on advice of legal counsel, may terminate the Agreement at any time upon notice to the other party based upon a determination, in the

Compliance Officer's reasonable discretion, that this Agreement presents a compliance risk for that party.

27. **COOPERATION** COUNTY and UCR agree to cooperate in the defense of any and all claims and lawsuits brought by any party against either or both of the entities to the extent feasible and possible. Nothing in this Agreement prohibits the ability of either entity from pursuing legal remedies in litigation brought by third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth in Article 4 above.

UCR

COUNTY

**The Regents of the University of California
on behalf of its UCR Campus
School of Medicine**

**County of Riverside c/o
Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, Ca. 92555**

By: _____

By: _____

Timothy P. White, Ph.D.

Name: _____

Title: Chancellor, UC Riverside

Title: _____

Date: _____

Date: _____

I Concur: _____

Approval as to form:
University of California, Riverside

Name: _____

Michele Coyle, Campus Counsel

Title: Dean, School of Medicine
University of California, Riverside

Date: _____

FOR APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 3/6/12

EXHIBIT A
PAYMENT PROVISIONS

UCR shall be entitled to receive payment for services rendered as specified in this Agreement as follows:

1. Invoice

1.1 COUNTY agrees to pay acceptable invoice(s), as per requirements in item 1.2 below, submitted by UCR within thirty (30) working days from the date of receipt of the invoice in accordance with the COUNTY policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking an off set in the amount of such error from any amount the COUNTY still owes UCR.

1.2 UCR shall submit monthly invoice(s) 15 days after the preceding month to the following address for processing:

Riverside COUNTY Regional Medical Center
26520 Cactus Ave.
Moreno Valley, CA 92555

2. Maximum Annual Compensation payable to UCR by COUNTY shall not exceed two million one hundred eighty-two thousand, three hundred seventy (\$2,182, 370) dollars.

EXHIBIT B INSURANCE

COUNTY

COUNTY at its sole cost and expense, shall insure its activities in connection with this Agreement, and obtain, keep in force and maintain insurance as follows:

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). County of Riverside limits of liability for Professional Liability are \$1,000,000 and \$3,000,000 in the aggregate. If such insurance is written on a claims-made form, it shall continue for eight (8) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and no deductible. In the event that a claims-made policy is canceled or non-renewed, then COUNTY shall obtain extended reporting (tail) coverage for the remainder of the period.
2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of three million dollars (\$3,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Insurance in a form and amount covering COUNTY's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of COUNTY.

The coverage referred to in Section 2 above shall be endorsed to include UCR as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of COUNTY, its officers, agents, and/or employees. COUNTY, upon execution of this Agreement, shall furnish UCR with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to UCR of any modification, change or cancellation of any of the above insurance coverages.

UCR

UCR warrants that it maintains a program of self-insurance that covers its employees for acts or omissions of negligence arising in the course and scope of UCR employment as follows:

1. County of Riverside to provide Professional Medical Liability Insurance of \$1,000,000 and \$3,000,000 in the aggregate.
2. Comprehensive General Liability Insurance with self-insured retention of five hundred thousand (\$500,000) per occurrence.
3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of UCR. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UCR, its officers, agents, and/or employees.

The coverage referred to in Section 2 above shall be endorsed to include COUNTY as an additional insured. UCR, upon execution of this Agreement, shall furnish COUNTY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to COUNTY of any modification, change or cancellation of any of the above insurance coverages.