

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

307



**FROM:** Riverside University Health System – Behavioral Health

**SUBMITTAL DATE:**

**SUBJECT:** Approval of the Master Affiliation Agreement with The Regents of the University of California, University of California, Riverside School of Medicine (UCR) for the Graduate Medical Education Psychiatric Residency Program Through June 30, 2019. (District: All) [\$8,556,228 Ongoing], 60% Federal, 40% State

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Master Affiliation Agreement with the Regents of the University of California for Graduate Medical Education Training for the term July 1, 2014 through June 30, 2019;
2. Authorize the Chairman to sign the agreement which includes budget provisions through FY 16/17 in the amount of \$3,426,532; and,
3. Authorize the Director of Riverside University Health System – Behavioral Health (RUHS-BH) or designee to negotiate and sign amendments to the Exhibits through the term of the agreement, not to exceed \$2,564,848 per year through June 30, 2019, as approved by County Counsel.

(Continued on page 2)

*Steve Steinberg*  
Steve Steinberg, Interim Director  
Behavioral Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,290,828	\$ 2,135,704	\$ 8,556,228	\$ 2,564,848	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

**SOURCE OF FUNDS:** 60% Federal, 40% State

**Budget Adjustment:** No  
**For Fiscal Year:** 15/16-18/19

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

APPROVE

BY: *Steven C. Horn*  
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Positions Added  
 Change Order

A-30  
 4/5 Vote

**Prev. Agn. Ref.:** 12/9/14 (#3-26)

**District:** All

**Agenda Number:**

3-9

FORM APPROVED COUNTY COUNSEL 17/27/15  
BY: GREGORY P. PRIAMOS DATE  
Departmental Concurrence

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

**FORM 11:** Approval of the Master Affiliation Agreement with The Regents of the University of California, University of California, Riverside School of Medicine (UCR) for the Graduate Medical Education Psychiatric Residency Program Through June 30, 2019. (District: All) [\$8,556,228 Ongoing], 60% Federal, 40% State

**DATE:**

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

On July 1, 2014, RUHS-BH became a primary participating training site for the psychiatric residency program sponsored by the University of California, Riverside School of Medicine (UCR). The Affiliation Agreement delineates the responsibilities of each party as they relate to the continued administration and sponsorship of the program as well as the financial responsibility of each party.

On December 9, 2014 (3-26), the Board of Supervisors ratified the Master Affiliation Agreement between UCR, RUHS-BH and the Riverside University Health System – Medical Center (RUHS-MC); however, the agreement was not fully executed by UCR. All parties agreed to separate the agreement, with one agreement between UCR and RUHS-MC and the attached agreement between UCR and RUHS-BH.

**Impact on Residents and Businesses**

The agreement will benefit UCR School of Medicine resident physicians by providing educational and clinical rotation experience at the Inpatient Treatment Facility and Emergency Treatment Services located at RUHS-MC Arlington Campus and RUHS-BH clinics, ultimately benefitting patients receiving care in Riverside County. When fully implemented, there will be sixteen (16) residents in the program annually. Currently, there are eight (8) residents in the program.

**Supplemental Financial Information**

UCR's FY 15/16 cost of salaries and benefits for the eight (8) residents is partially offset by their award from the Office of Statewide Health Planning and Development (OSHPD). RUHS-BH will reimburse \$24,082 to UCR for the direct service costs that are unfunded through their OSHPD Grant. UCR was awarded a second OSHPD grant that will partially offset the salary cost of RUHS-BH staff providing training and clinical supervision to the psychiatric residents and will reimburse RUHS-BH up to \$100,000 per year through FY16/17. Additionally, UCR will provide psychiatric services at RUHS-BH clinics up to 3.13 Full Time Equivalent (FTE).

For FY 16/17, \$2,135,704 will be budgeted through the normal budget process. This amount includes the full cost of the salaries and benefits for twelve (12) UCR residents and UCR psychiatric services (3.13 FTE). FY 17/18 and FY 18/19 budgets will be negotiated and memorialized in amendments not to exceed \$2,564,848 per year.

**MASTER AFFILIATION AGREEMENT  
BETWEEN  
THE COUNTY OF RIVERSIDE  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
FOR GRADUATE MEDICAL EDUCATION TRAINING**

This agreement is entered into between the County of Riverside (COUNTY), a political subdivision of the State of California and The Regents of the University of California, a California Constitutional Corporation, on behalf of its University of California, Riverside, School of Medicine (SCHOOL).

WHEREAS, SCHOOL sponsors graduate medical education programs (PROGRAMS) for resident physicians (RESIDENTS) and desires to access COUNTY's inpatient and outpatient facilities in which RESIDENTS can obtain broad clinical learning experiences pursuant to the requirements of the Accreditation Council for Graduate Medical Education (ACGME);

WHEREAS, COUNTY desires ACGME-accredited PROGRAMS in graduate medical education and desires faculty physician program directorship with the expertise, special skills, knowledge and experience to perform the duties set out herein;

WHEREAS, COUNTY has expressed its interest in providing educational and clinical rotations for SCHOOL's RESIDENTS and the RESIDENTS will benefit from the educational and clinical experiences at COUNTY's facilities, including Riverside University Health System – Behavioral Health (RUHS-BH) outpatient facilities and the Riverside University Health System (RUHS) Arlington Campus;

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for professional services to be provided by persons who are specially trained, experienced and competent to perform the services required;

WHEREAS, COUNTY desires to provided certain professional psychiatric services for the purpose of continuing to serve the ongoing community needs;

WHEREAS, SCHOOL has the expertise, special skills, knowledge and experience to perform the duties set out herein;

WHEREAS, when fully executed, this agreement will supersede the existing agreement executed on June 14, 2012 between SCHOOL and COUNTY's RUHS-BH, which was entered into prior to this agreement.

NOW, THEREFORE, the parties hereto enter into this agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**1.0 RESPONSIBILITIES OF SCHOOL**

SCHOOL agrees that it shall:

- 1.1 Establish the educational goals and objectives of its graduate medical education programs in a manner consistent with the standards and regulations set forth by SCHOOL and the ACGME for institutional accreditation. Such goals and objectives shall reflect School's commitment to provide education and training to RESIDENTS as more specifically set forth in separate Program Letters of Agreement (PLA) signed by authorized representatives of COUNTY and SCHOOL, which are incorporated herein by reference.

- 1.2 Appoint a Designated Institutional Official / Director of Medical Education at SCHOOL to provide administrative oversight of PROGRAMS and ensure compliance with ACGME institutional accreditation standards.
- 1.3 Appoint a faculty physician program director (DIRECTOR) as determined by SCHOOL, who shall establish and direct the PROGRAMS at COUNTY to include supervision and education of RESIDENTS while training in PROGRAMS at COUNTY in cooperation with RUHS-BH's Director and Medical Director. Such person shall be the SCHOOL'S liaison with COUNTY. He/she should be certified by the applicable specialty board in the discipline of the SCHOOL's specific program. The DIRECTOR shall provide administrative oversight of the graduate medical education to ensure compliance with ACGME institutional accreditation standards.
- 1.4 Provide adequate direct administrative and program staff support for PROGRAMS as outlined in Exhibit B, "Compensation for GME Direct Expenses." The administrative and operational services provided by the designated staff will include, at a minimum, institutional and residency program coordination, human resources, payroll and fiscal functions, technological support for simulation equipment housed at COUNTY, and administration and coordination of faculty appointments at SCHOOL. Payments for these direct administrative and program staff support costs shall only be used for Graduate Medical Education training and are subject to periodic audit by COUNTY as requested in writing, scheduled at a time mutually convenient for both COUNTY and SCHOOL during normal business hours.
- 1.5 SCHOOL agrees to fully assume all employer obligations for all SCHOOL RESIDENTS and staff participating at COUNTY's facilities pursuant to this agreement. COUNTY shall not be construed to be the employer of SCHOOL staff for any purpose whatsoever. SCHOOL shall be liable and responsible for all employer obligations, if any, with respect to such staff. Such obligations shall include, but are not limited to: any payment of salary and all other compensation and fringe benefits; responsibility for Federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable Federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits and contributions to employment-related insurance and similar programs. SCHOOL shall also be responsible, as employer, for the hiring, scheduling, promotion, discipline and termination of all SCHOOL personnel. SCHOOL shall consult with COUNTY regarding any necessary reductions, expansions or changes in such staffing.
- 1.6 Be responsible for ensuring that SCHOOL and COUNTY provide RESIDENTS with an environment of respect, dignity and support and SCHOOL and COUNTY jointly and equally bear responsibility for ensuring there is zero tolerance of mistreatment of RESIDENTS.
- 1.7 Cooperate with COUNTY in coordinating and reviewing work schedules of RESIDENTS while at COUNTY. At any time, a patient of COUNTY may exercise his/her right to refuse care by a RESIDENT.
- 1.8 Assign SCHOOL faculty members in sufficient numbers to provide supervision and management of RESIDENTS' work while at COUNTY's facilities under the direction of the SCHOOL's liaison and as further defined in the PLA.
- 1.9 Supervise, through the SCHOOL's liaison, RESIDENTS in such a way that they assume progressively increasing responsibility according to their level of education, ability, and experience. The level of responsibility accorded to each RESIDENT will be determined by the SCHOOL's liaison. While on rotation at COUNTY, RESIDENTS' activities will also be supervised by physicians who are COUNTY Medical Staff Members, who will be proposed to hold volunteer SCHOOL faculty appointments if not employees of SCHOOL. SCHOOL's liaison will be available to COUNTY to coordinate RESIDENTS' duty schedules and activities while at COUNTY.

- 1.10 No later than June 1st of each year, provide to COUNTY's Office of Graduate Medical Education, the name of each RESIDENT, and his/her classification, level of responsibility, objectives for learning, his/her proposed assignment, and documentation of good health status for transmittal to COUNTY's Office of Graduate Medical Education to permit COUNTY to verify that the RESIDENT is in good standing with SCHOOL.
- 1.11 Develop and implement a mechanism for determining evaluation of the performance of RESIDENTS to include input from COUNTY.
- 1.12 Maintain records and reports concerning the education of RESIDENTS and of RESIDENTS' time spent in the activities referred to in this Agreement, as may be required by SCHOOL, COUNTY or the ACGME, and/or for compliance with the regulations, guidelines and policies of third-party payors.
- 1.13 Ensure that SCHOOL establishes formal policies concerning medical education and patient care, duty hours, supervision and working conditions of RESIDENTS to promote a work environment that is consistent with proper patient care and the educational needs of RESIDENTS. SCHOOL's Training Handbook / Manual, including policies and guidelines, is incorporated herein by reference.
- 1.14 Provide education to RESIDENTS with respect to Occupational Safety and Health Administration (OSHA) regulations governing exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, effective March 6, 1992, as may be amended or superseded, including, but not limited to information and training in the following areas: (a) hazards associated with blood and other potentially infectious materials; (b) protective measures to be taken to minimize risk of occupational exposure to blood borne pathogens; (c) appropriate actions to take in the event of exposure to blood or other potentially infectious material; and (d) the value of the Hepatitis B vaccination and necessity for post-exposure evaluation and follow-up.
- 1.15 Require assigned RESIDENTS to conduct themselves in a professional manner, refrain from engaging in unethical or disruptive behavior and resolve conflicts in an appropriate manner at all times. RESIDENTS are expected to report all disruptive behavior or harassment that is directed at them, or that they observe, to SCHOOL's Associate Dean for Graduate Medical Education.
- 1.16 All RESIDENTS who report disruptive or unethical behavior will be protected from reprisal or retaliation.
- 1.17 SCHOOL will monitor RESIDENTS' duty hours and notify COUNTY's Office of Graduate Medical Education of any duty hours violations by RESIDENTS while on duty at any of COUNTY's facilities.
- 1.18 Provide COUNTY with a copy of SCHOOL's Corporate Compliance Program and Code of Conduct and assign a school representative to work with COUNTY regarding any corporate compliance issues. All SCHOOL faculty and RESIDENTS are expected to comply with the requirements of SCHOOL's Corporate Compliance Program.
- 1.19 **NON-STAFF SUPPORT, EQUIPMENT & SUPPLIES**
  - 1.19.1 Provide adequate facilities, including office space and equipment, for SCHOOL staff housed at SCHOOL as listed in Exhibit B.
  - 1.19.2 Maintain an electronic database of RESIDENT demographic information and PROGRAM accreditation compliance information and provide access to database to appropriate COUNTY staff.
  - 1.19.3 Provide electronic pagers that function at COUNTY's facilities to RESIDENTS.
  - 1.19.4 Provide other PROGRAM support, including, but not limited to Observed Structured Clinical Exams (OSCE) for the purpose of resident evaluation, annual retreat for PROGRAM staff and residents, assistance with research and other scholarly activities approved by COUNTY Institutional Review Board, as applicable,

recruitment support and activities, doctor's white coats, PROGRAM promotional activities, PROGRAM website creation and maintenance, internet-based training and orientation modules, and faculty development activities.

- 1.20 Submit to COUNTY's Office of Graduate Medical Education, at least annually, confidential written evaluations of supervising clinicians and of the educational experiences of RESIDENTS at COUNTY.
- 1.21 Require assigned RESIDENTS to:
  - 1.21.1 Comply with COUNTY's applicable Medical Staff Bylaws, Rules and Regulations, including, but not limited to, those governing the utilization of RESIDENTS; the COUNTY Graduate Medical Education (GME) Handbook and GME Policies and Procedures; and COUNTY's policies, procedures and guidelines, including without limitation, the False Claims Act Policy, available upon request; state and federal laws and regulations including the Health Insurance Portability and Accountability Act (HIPAA) laws and regulations; and the standards and regulations of the Joint Commission (JC), the ACGME, and the ethical standards of the American Medical Association (AMA).
  - 1.21.2 Participate, to the extent scheduled or otherwise requested by COUNTY and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of PROGRAMS, consistent with the requirements of the ACGME;
  - 1.21.3 Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by the COUNTY. The medical record shall, at all times, remain the property of the COUNTY.
  - 1.21.4 Comply with COUNTY's requirements for immunizations and health tests which include, but are not limited to, successful completion of a pre-employment physical examination by a physician; an annual physical examination by a physician, annual tuberculin test, current immunizations for Rubella, Rubeola, Mumps, Diphtheria, Tetanus and Hepatitis B.
  - 1.21.5 Meet and comply with either the requirements regarding state licensure or the postgraduate training registration requirements of the Medical Board of California, as appropriate. SCHOOL shall ensure appropriate compliance prior to the RESIDENT assignment to COUNTY.
  - 1.21.6 Complete a reference and background check as a routine part of the initial hiring process prior to being assigned to COUNTY.
- 1.22 Provide Board Certified Psychiatrists to perform psychiatric services at RUHS-BH outpatient facilities as defined in Exhibit A.

## **2.0 RESPONSIBILITIES OF COUNTY**

COUNTY agrees that it shall:

- 2.1 Provide and maintain adequate supervising Medical Staff, facilities and SCHOOL faculty at its facilities to meet the educational goals and objectives the SCHOOL's program in a manner consistent with the standards and requirements of established by SCHOOL and the ACGME.
- 2.2 Require assigned RESIDENTS to conduct themselves in a professional manner, refrain from engaging in unethical or disruptive behavior and resolve conflicts in an appropriate manner at all times. RESIDENTS are expected to report all disruptive behavior or harassment that is directed at them, or that they observe, to the Associate Dean for Graduate Medical Education. All RESIDENTS who report disruptive or unethical behavior will be protected from reprisal or retaliation.

- 2.3 Ensure that RESIDENT duty hours and on-call time periods are not excessive and follow ACGME requirements. The structuring of duty hours, and as applicable, on call-schedules, must focus on the needs of the patient, continuity of care and the educational needs of the RESIDENT.
- 2.4 Provide RESIDENTS with appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.
- 2.5 NON-STAFF SUPPORT, EQUIPMENT & SUPPLIES
  - 2.5.1 Provide adequate facilities, including office space and equipment, for SCHOOL and COUNTY staff housed at COUNTY as listed in Exhibit B.
  - 2.5.2 Through its contract with COUNTY Human Resources, Occupational Health Division, provide pre-employment and annual employment physical exams to RESIDENTS and report the results of exams to SCHOOL.
  - 2.5.3 Provide RESIDENTS with access to the internet to allow ready access to SCHOOL's specialty/subspecialty-specific electronic medical literature database and other current reference material that is provided by SCHOOL in electronic format.
- 2.6 COUNTY agrees to fully assume all employer obligations for all COUNTY staff participating at COUNTY's facilities during the employees' normal business hours, pursuant to this agreement. SCHOOL shall not be construed to be the employer of COUNTY staff for any purpose whatsoever. COUNTY shall be liable and responsible for all employer obligations, if any, with respect to such staff. Such obligations shall include, but are not limited to: any payment of salary and all other compensation and fringe benefits; responsibility for Federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable Federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits and contributions to employment-related insurance and similar programs. COUNTY shall also be responsible, as employer, for the hiring, scheduling, promotion, discipline and termination of all COUNTY personnel. COUNTY shall consult with SCHOOL to the extent practicable regarding any necessary reductions, expansions or changes in such staffing, although the parties recognize COUNTY's right to make all final decisions with respect to such reductions, expansions or changes.
  - 2.6.1 SCHOOL shall not compensate COUNTY employees, either direct employees or contract employees, for the services performed which are represented by the terms of this Agreement without first notifying and obtaining approval from COUNTY.
- 2.7 COUNTY shall conduct formal quality assurance programs and review patients complications and deaths as follows:
  - 2.7.1 All RESIDENTS shall receive instruction in COUNTY's quality assurance / performance improvement and risk management programs. To the degree possible and in conformance with state law, RESIDENTS shall participate in appropriate components of COUNTY's quality assurance / performance improvement activities.
  - 2.7.2 COUNTY shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's treatment and care. The medical records system must be adequate to support the education of RESIDENTS and quality assurance / performance improvement activities.
- 2.8 Protect the health and safety of RESIDENTS on rotation at COUNTY by providing each RESIDENT with the following:
  - 2.8.1 Orientation of RESIDENTS as to COUNTY's rules, regulations, procedures and policies.
  - 2.8.2 Instruction in COUNTY's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in COUNTY's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposure to blood or body fluids or airborne contaminants.

- 2.8.3 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 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) and the community's standard of care. The initial care and administration of testing and prophylactic therapy and follow-up care shall be paid for by SCHOOL through its worker's compensation insurance.
- 2.8.4 Information concerning availability of safe parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities.
- 2.9 Comply with all applicable laws, regulations, and ACGME requirements. COUNTY shall notify SCHOOL within five business days of receipt of notice that COUNTY is not in compliance with any such laws, regulations or requirements.
- 2.10 Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its PROGRAMS during normal business hours.
- 2.11 With respect to any professional services performed by RESIDENTS under this Agreement, COUNTY agrees to inform SCHOOL as follows:
  - 2.11.1 Immediately upon initiation of an investigation of a RESIDENT or SCHOOL faculty member or upon the occurrence of a substantive untoward event involving a RESIDENT or SCHOOL faculty member.
  - 2.11.2 Within five business days after receipt of service of a complaint, summons or notice of a claim involving a RESIDENT or SCHOOL faculty member.
  - 2.11.3 Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or RESIDENT has been named or in which a settlement is being proposed on their behalf; or Prior to making a report to the National Practitioner Data Bank or the Medical Board of California in which a SCHOOL faculty member or RESIDENT is named.
  - 2.11.4 Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a RESIDENT or SCHOOL faculty member. SCHOOL will consult with COUNTY concerning any proposed disciplinary action. COUNTY agrees to abide by SCHOOL's recommended disciplinary action against RESIDENTS or SCHOOL faculty member. Notwithstanding the foregoing, COUNTY shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at COUNTY of any RESIDENT, provided, however that COUNTY will not take any action against RESIDENTS in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace terminated RESIDENT with another RESIDENT as soon as possible.
  - 2.11.5 COUNTY shall provide SCHOOL with a copy of COUNTY's corporate compliance program or any such plan or program that describes COUNTY's plan for ensuring ethical and legal compliance with all federal and state laws. COUNTY shall not require any SCHOOL faculty or RESIDENT to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL's corporate compliance program.
- 2.12 In the event a RESIDENT or SCHOOL faculty member is involved with a claim, SCHOOL agrees to inform the RESIDENT or SCHOOL faculty member of his/her obligation to cooperate with COUNTY or its agents or representatives in defense of said claim and to keep



COUNTY advised of the current address of the RESIDENT or SCHOOL faculty member should he/she relocate.

### **3.0 COMPENSATION**

- 3.1 The COUNTY will compensate SCHOOL for the salary and benefit expenses for RESIDENTS participating in the PROGRAM, the DIRECTOR, Non-Salary Direct Expenses and Professional Medical Services at the rates and terms listed in Exhibit B "Psychiatric Residency Budget." The COUNTY retains the right to periodically review and audit the direct expenses for RESIDENTS.
- 3.2 Both parties agree to disclose to the other any additional funding that has been received, including but not limited to grant funding, the purpose of which is to compensate for the services and/or expenses represented in this agreement and therefore, should be used to offset the financial liability and/or reimbursement to the disclosing party at the rates identified in Exhibit B. Both parties further agree to provide to the other, upon request, an accounting of the use of the additional funding if the additional funding was utilized to compensate for services and/or expenses that are represented in this agreement.
- 3.3 COUNTY and SCHOOL agree to review, meet and confer annually regarding the reimbursement rates and direct expenses per this agreement. All terms and conditions will be mutually agreed upon by COUNTY and SCHOOL and memorialized in an amendment to this Agreement.

### **4.0 STATUS OF RESIDENTS**

During the period in which a RESIDENT is assigned to the COUNTY, the RESIDENT shall be under the direction and control of the SCHOOL

### **5.0 ASSIGNMENT OF RESIDENTS**

Commencing on the effective date of this Agreement, SCHOOL shall assign RESIDENTS for rotation at COUNTY's facilities as described in this Agreement.

### **6.0 TERM**

The term of this agreement shall commence on July 1, 2014 and shall be renewed annually for a maximum of five (5) years, through June 30, 2019, or until earlier terminated, subject to mutual agreement on RESIDENT number, reimbursement rates and direct expenses.

### **7.0 NONDISCRIMINATION**

SCHOOL and COUNTY agree not to discriminate in the provision of services, allocation of benefits, accommodation in facilities or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion or national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other applicable requirements of law regarding nondiscrimination and equal opportunity employment including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 12990 et seq. of the Government Code) and Federal Civil Rights Act of 1962 (P.L. 88-352).

## **8.0 TERMINATION**

### **8.1 TERMINATION WITHOUT CAUSE**

Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the RESIDENTS' rotations through the end of the academic year in which notice is made, whichever is greater.

### **8.2 TERMINATION WITH CAUSE**

In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days prior written notice of termination to the breaching party.

### **8.3 NON-AVAILABILITY OF FUNDS**

In the event of non-availability of COUNTY funds, COUNTY shall promptly notify SCHOOL and this Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY's notification to SCHOOL. In the event of such termination, SCHOOL shall be entitled to payment of costs incurred up to the date of notification, in accordance with Section 3.0 of this agreement.

## **9.0 INSURANCE**

Each party shall agree to maintain, for the duration of this Agreement, insurance or self-insurance in the types of coverage and limits required to fully cover their obligations under this Agreement.

## **10.0 INDEMNIFICATION**

10.1 COUNTY shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and RESIDENTS 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, attorney's 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.

10.2 SCHOOL 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, it officers, employees, agents or RESIDENTS.

## **11.0 COOPERATION IN DISPOSITION OF CLAIMS**

11.1 COUNTY and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, substantive adverse events, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the PROGRAMS. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, sharing records, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. SCHOOL shall be responsible for all disciplines of RESIDENTS in accordance with SCHOOL'S applicable policies and procedures.

11.2 To the extent allowed by law, COUNTY and SCHOOL shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either COUNTY or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

**12.0 ADMINISTRATION**

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

**13.0 PATIENT RECORDS**

Any and all of COUNTY's medical records and charts created at COUNTY's facilities as a result of performance under this Agreement shall be and shall remain the property of COUNTY. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL'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 or substantive adverse event; 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.

**14.0 RECORDS AND DOCUMENTS**

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

**15.0 CONFIDENTIALITY**

- 15.1 SCHOOL shall maintain the confidentiality of any and all patient records and information in compliance with the terms of this Agreement, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of SCHOOL under this agreement.
- 15.2 SCHOOL shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient(s) or applicable law, any Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 and regulation promulgated thereunder (collectively, "HIPAA").
- 15.3 SCHOOL shall observe all Federal, State and COUNTY laws and regulations, including, but not limited to, HIPAA and any subsequent revisions thereto, concerning the security and privacy of patient records and information.

**16.0 INTERRUPTION OF SERVICE**

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's

services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

**17.0 ATTORNEY'S FEES**

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorney's fees, shall be borne by the losing party, or, in the case of arbitration, as determined by the arbitrator.

**18.0 ASSIGNMENT**

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

**19.0 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.

**20.0 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 herein are cumulative.

**21.0 EXHIBITS**

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

**22.0 MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. COUNTY and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

**23.0 NO THIRD PARTY RIGHTS**

Nothing in this Agreement is intended to make any person or entity who is not a signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

**24.0 GOVERNING LAW**

This Agreement shall be governed in all respects by the State of California.

**25.0 FORCE MAJEURE**

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

**26.0 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 and written, and all other communications between the parties relating to such subject matter.

**27.0 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:

**SCHOOL:**

The Regents of the University  
Of California  
900 University Ave.  
School of Medicine, ED Bldg.  
Riverside, CA 92521  
Attention: Senior Associate Dean,  
Finance and Administration

**COUNTY:**

Riverside County  
4080 Lemon Street  
4<sup>h</sup> Floor, Executive Office  
Riverside, CA 92501

Copy to: Riverside County  
Riverside University Health System-  
Behavioral Health  
4095 County Circle Dr.  
Riverside, CA 92503

(The rest of the page intentionally left blank)

The parties have executed this Agreement as set forth below:

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By: *Neal Schiller*  
Neal Schiller, PhD  
Interim Dean, UCR School of Medicine

Date: 12/21/15

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

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

FORMER APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis*  
NEAL R. KIPNIS  
DATE: 12/21/15

## EXHIBIT A

### SCOPE OF WORK FOR PROFESSIONAL MEDICAL SERVICES

#### 1.0 GENERAL UNDERSTANDINGS

Both parties understand and agree that:

- 1.1 The Psychiatrists performing services under this agreement shall be employees of SCHOOL. SCHOOL will work in conjunction with RUHS-BH in the recruitment, hiring and orientation of the Psychiatrists.
- 1.2 RUHS-BH'S Medical Director, or designee, shall coordinate with the SCHOOL in planning the days and hours of the SCHOOL's Psychiatrists.
- 1.3 If the conduct or health of a SCHOOL's Psychiatrist should be such as to impair or unfavorably affect RUHS-BH's program, RUHS-BH may request SCHOOL that such Psychiatrist 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. RUHS-BH 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.
- 1.4 Will not discriminate in the selection or acceptance of any SCHOOL Psychiatrist 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.
- 1.5 Use of the "UCR," or the "University of California" name or other similar references to the University of California, Riverside, its psychiatrists 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. Furthermore, RUHS-BH shall not advertise or use any of the SCHOOL Psychiatrist's names in any marketing materials without SCHOOL's prior written consent.
- 1.6 RUHS-BH retains the right to bill insurance providers for the services provided by the SCHOOL's Psychiatrists rendered to County patients under this agreement and shall retain all revenues received hereunder.

#### 2.0 SCOPE OF WORK

##### 2.1 RESPONSIBILITIES OF SCHOOL

- 2.1.1 SCHOOL shall provide COUNTY with the services board certified or board eligible Psychiatrists who are employed by SCHOOL to provide psychiatric services to patients at RUHS-BH outpatient facilities.
- 2.1.2 Ensure that the Psychiatrist performing services under this agreement are not on the Office of Inspector General List of Excluded Individuals and Entities.

- 2.1.3 No later than two (2) weeks after RUHS-BH approval of SCHOOL's Psychiatrists who will provide services under this Agreement, SCHOOL will ensure that SCHOOL's Psychiatrists provide complete COUNTY designated credentialing applications for processing by RUHS-BH administrative staff..
- 2.1.4 SCHOOL hereby verifies knowledge of HIPAA standards and codes relating thereto as they apply to patient care, the SCHOOL, and SCHOOL programs, and states that SCHOOL's Psychiatrists 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 RUHS-BH. Clients/Patients will not be identified in any manner in reports of case studies undertaken by SCHOOL's Psychiatrists. SCHOOL 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 RUHS-BH and the SCHOOL.
- 2.1.5 SCHOOL 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 SCHOOL'S performance under this Agreement. SCHOOL agrees to inform the COUNTY of all the SCHOOL's interests, if any, which are or may be perceived as incompatible with the COUNTY'S interest.
- 2.1.6 SCHOOL 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 SCHOOL is doing business or proposing to do business, in accomplishing the work under this Agreement
- 2.1.7 SCHOOL or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 2.1.8 SCHOOL Psychiatrists shall:
- 2.1.8.1 Provide psychiatric services at RUHS-BH outpatient facilities.
  - 2.1.8.2 Perform to the satisfaction of the RUHS-BH's Chief of Medical Services and in conformance to and consistent with:
    - 2.1.8.2.1 COUNTY's Medical staff Bylaws, rules and regulations, and policies;
    - 2.1.8.2.2 All rules and regulations generally applicable to physicians practicing medicine in California; and
    - 2.1.8.2.3 The standards and recommendations of the Joint Commission.
  - 2.1.8.3 Participate in discussions with COUNTY leadership to improve clinical effectiveness and efficiency in a community setting characterized by diverse ethnicities and socio-economic backgrounds.
  - 2.1.8.4 Assist the COUNTY in improving health equity for COUNTY patients.



- 2.1.8.5 Participate in clinical initiatives developed by the COUNTY's Chief of Medical Services as requested and agreed upon between COUNY and SCHOOL.
- 2.1.8.6 Participate in Clinician Team meetings when possible.
- 2.1.8.7 Participate in COUNTY's quality improvement and patient safety programs.
- 2.1.8.8 Participate in RUHS-BH initiatives to meet the regulations for reporting of costs as required by government sponsored health care programs.

## **2.2 RESPONSIBILITIES OF RUHS-BH**

- 2.2.1 RUHS-BH shall maintain all appropriate accreditation and licensing for its facilities.
- 2.2.2 RUHS-BH shall perform credentials verification of SCHOOL Psychiatrists in accordance with COUNTY policies and procedures, including but not limited to independent criminal background check and primary verification of privileges. SCHOOL is not expected to disclose any of their collected information to COUNTY nor is SCHOOL expected to make any decisions on behalf of COUNTY regarding physician competency.
- 2.2.3 RUHS-BH shall furnish SCHOOL Psychiatrists with suitable clinical space and support staff to perform the services. RUHS-BH shall remain responsible for the overall management and operation of its outpatient facilities and shall maintain such space and facilities in good and sanitary order, condition, and repair. RUHS-BH will be responsible for the selection, hiring, and evaluations, compensation, supervision and termination or promotion of RUHS-BH administrative staff.
- 2.2.4 RUHS-BH shall furnish such equipment and supplies necessary for SCHOOL Psychiatrists to perform services. RUHS-BH will be responsible for ensuring that the equipment used by SCHOOL Psychiatrists pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.
- 2.2.5 RUHS-BH will provide orientation for SCHOOL Psychiatrists to inform them of the COUNTY rules and regulations.

**EXHIBIT B  
Psychiatric Residency Program Budget**

- 1.0 Both parties agree that the compensation rates reflected in this exhibit are for the term July 1, 2015 through June 30, 2017 exclusively. This exhibit shall be negotiated on an annual basis thereafter and any modifications to the compensation will be memorialized in an amended and executed exhibit.
- 2.0 Both parties agree that SCHOOL may send RESIDENTS to RUHS-BH's outpatient clinics for rotations not to exceed the maximum annual FTE (full-time equivalent) counts listed below.
- 3.0 SCHOOL shall offset RUHS-BH program cost with its grant award from OSHPD, which is designated to be utilized as compensation for the salaries and benefits for the RESIDENTS, Program Director and Faculty Physicians supervising RESIDENTS in the Psychiatric Residency Program.
- 4.0 Compensation will be provided by COUNTY to SCHOOL within 30 days of receipt of an invoice and supporting documentation from SCHOOL. Both parties agree that the expenses listed in this exhibit are projected and not actual. In recognition of such, SCHOOL shall attach to invoice documentation of actual expenses including, but not limited to, payment records and invoices. Compensation will not exceed the actual expenses incurred by SCHOOL.

Program Budget		FY 2015/2016			FY 2016/2017		
		FTE	Annual Rate	Total	FTE	Annual Rate	Total
1	Resident Direct Cost						
2	Resident Salary & Benefits						
3	PGY1	4.00	\$65,574	\$262,296	4.00	\$66,230	\$264,920
4	PGY 2	4.00	\$67,579	\$270,316	4.00	\$68,255	\$273,020
5	PGY 3	-	-	-	4.00	\$70,437	\$281,748
6	Resident Subtotal			\$532,612			\$819,688
7	Non-Salary Direct Expenses						
8	Other Program Support	8.00	\$3,000	\$24,000	12.00	\$3,000	\$36,000
9	ACGME & NRMP Fees		N/A	\$5,350		N/A	\$5,350
10	Orientation Week	8.00	\$150	\$1,200	12.00	\$150	\$1,800
11	New Innovations	8.00	\$120	\$960	12.00	\$120	\$1,440
12	AMA Education Module	8.00	\$45	\$360	12.00	\$45	\$540
13	Pagers	8.00	\$245	\$1,960	12.00	\$245	\$2,940
14	GME Meetings	8.00	\$100	\$800	12.00	\$100	\$1,200
15	Non-Salary Direct Expense Subtotal			\$34,630			\$49,270
16	<b>RESIDENT DIRECT COST GRAND TOTAL</b>			<b>\$567,242</b>			<b>\$868,958</b>
17	Less OSHPD Grant #1						
18	Residents Salary Benefits			(\$543,160)			-
19	<b>Resident Costs (Net of OSHPD Funds)</b>			<b>\$24,082</b>			<b>\$868,958</b>
20	<b>PERSONNEL OTHER</b>						
21	Academic & Program Mgmt Personnel						
22	Director of Psych Residency Program	0.50	\$376,514	\$188,257	0.50	\$376,514	\$188,257
23	<b>UCR Professional Medical Services</b>						
24	Staff Psychiatrist	3.13	\$376,514	\$1,178,489	3.13	\$376,514	\$1,178,489
25	<b>PERSONNEL GRAND TOTAL</b>			<b>\$1,366,746</b>			<b>\$1,366,746</b>
26	LESS OSHPD Grant #2 Revenue for RCDMH Faculty Supervision			(\$100,000)			(\$100,000)
27	<b>RESIDENT COSTS (Net of OSHPD Funds - Line 18)</b>			<b>\$24,082</b>			<b>\$868,958</b>
28	<b>Reimbursement to UCR (FY 2015/2016)</b>			<b>\$1,290,828</b>			<b>\$2,135,704</b>
29	<b>Net Reimbursement to UCR through FY 2016/2017</b>						<b>\$3,426,532</b>