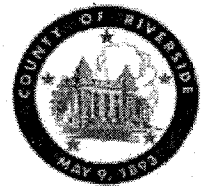


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

917



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
October 22, 2012

SUBJECT: Acceptance of Riverside Community Health Foundation Grant Award and Operational Agreement between the Regents of the University of California and the County of Riverside

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Authorize the Chairperson to accept on behalf of the Board the Riverside Community Health Foundation "Expanding Health Access: A Unique Partnership between Riverside County Regional Medical Center and the University of California Riverside Medical School" grant award in the amount of \$300,000.
2. Authorize the Hospital Director to sign all documents related to the administration of this grant on behalf of the County of Riverside.
3. Approve and authorize the Chairperson to sign the operational agreement between the Regents of the University of California and the County of Riverside which specifies the terms and conditions by which both parties will accomplish the grant's objectives.
4. Authorize the Hospital Director to transfer grant funds, as listed in Schedule A, from equipment to salaries if the equipment purchase cost is less than the budgeted amount.

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 300,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Riverside Community Health Foundation	Positions To Be Deleted Per A-30	[]
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy Policy
 Consent Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: December 18, 2012
 xc: RCRMC, Auditor, EO

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Prev. Agn. Ref.: | District: All | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.49

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* DATE: 11/26/12
 SAMUEL WONG

FORM APPROVED COUNTY COUNCIL
 BY: *[Signature]* DATE:

SUBJECT: Acceptance of Riverside Community Health Foundation Grant Award and Operational Agreement between the Regents of the University of California and the County of Riverside

Page 2

BACKGROUND:

Riverside County Regional Medical Center (RCRMC) has been awarded a grant from the Riverside Community Health Foundation (RCHF) to improve health care access for Riverside County residents. RCRMC and the University of California-Riverside (UCR) School of Medicine will collaborate to establish medical training programs to educate and retain physicians in clinical practice, thereby expanding patient access to health care services in the Inland Empire which has a severe shortage of primary care physicians. In addition, they will work together to implement an innovative primary care clinic for chronically disabled patients with complex medical needs.

Grant funds will provide partial salary support for clinical faculty who will provide patient care, administer residency training and medical clerkship programs, and train medical students and residents. In addition, the funding will be used to purchase and install necessary equipment for the new clinic.

Grant Payments:

RCRMC will receive the \$300,000 grant award in two installments. The first payment of \$150,000 will be received upon execution of the RCHF grant contract. The second payment of \$150,000 will be received after the successful submission of a progress report to the RCHF in November 2012.

RCRMC will retain funds for the purchase and installation of the clinic equipment and to support indirect administrative expenses. The UCR School of Medicine will receive the remaining balance of grant funding.

Operational Agreement:

The attached operational agreement between the Regents of the University of California and the County of Riverside specifies the terms and conditions by which both parties will accomplish the grant's objectives.

County Counsel has approved the agreement as to legal form.

Schedule "A"

FY 2012-2013

UCR School of Medicine

Increase Estimated Revenue:

40050	4300100000	781850	Grants-Nongovtl Agencies	300,000
				<u>300,000</u>

Increase Appropriations:

40050	4300100000	525200	Physician/dentists	265,014
40050	4300100000	525440	Professional Services	15,000
40050	4300100000	523220	Licenses And Permits	3,500
40050	4300100000	526900	Instrument-Minor Medic Equip	16,486
				<u>300,000</u>

**OPERATIONAL 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 services approved through an inpatient/outpatient grant for expanding health access.

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 purpose 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 through providing this grant funding to expand RCRMC's physician workforce through appointment of clinical faculty who will both provide patient care and train medical students and residents in an inpatient/outpatient clinical setting. Residents in training will provide immediate patient care under the supervision of physician-faculty.
- F. COUNTY desires through this grant to develop an innovative primary care model for a particular disadvantaged patient population comprised of those with complex medical needs who are chronically disabled.
- G. 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 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 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.

1.7 Both parties agree to collaborate to collect, track data and prepare reports as required by the grant and described in sections below.

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

2.0 RESPONSIBILITIES OF UCR

2.1 Professional Services:

UCR shall provide COUNTY with the services of physicians as specified in Exhibit A "Riverside Community Health Foundation Grant Proposal Program Budget" and Exhibit B "Expanding Health Access: A Unique Partnership Between RCRMC and the UCR School of Medicine Grant #2012-03" for the purposes of patient care at RCRMC and supervision of residents.

2.2 Educational/Administrative Services:

UCR shall provide COUNTY with the services of physicians for the purposes of Graduate Medical Education, Director of Clerkships and Director of Residency Programs as specified in Exhibit A "Riverside Community Health Foundation Grant Proposal Program Budget" and Exhibit B "Expanding Health Access: A Unique Partnership Between RCRMC and the UCR School of Medicine Grant #2012-03"

2.3 Development of primary care model for chronically disabled

UCR will develop an innovative primary care model for disadvantaged patient population comprised of those with complex medical needs who are chronically disabled as specified in Exhibit A "Riverside Community Health Foundation Grant Proposal Program Budget" and Exhibit B "Expanding Health Access: A Unique Partnership Between RCRMC and the UCR School of Medicine Grant #2012-03"

2.4 **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.

2.5 **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.

2.6 **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 **Equipment.** COUNTY shall furnish such equipment and supplies necessary for UCR Physicians to perform Services, including a ceiling track lift, wheelchair scale, and the necessary interior renovations for installation of same. 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.

3.4 **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).

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 **DISBURSEMENT OF GRANT FUNDS**

Grant funding of two hundred thirty thousand four hundred and forty seven dollars (230,447) will be disbursed quarterly in equal payments of fifty seven thousand six hundred eleven dollars and seventy five cents (57,611.75) during the term of the agreement.

Upon receipt of Grant funding, UCR and COUNTY will be reimbursed for the cost of services and/or expenses as outlined in Exhibit A "Riverside Community Health Foundation Grant Proposal Program Budget" and Exhibit B "Expanding Health Access: A Unique Partnership between RCRMC and the UCR School of Medicine Grant #2012-03".

7.0 **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.

8.0 TERM AND TERMINATION

8.1 **Term** The term of this Agreement shall be effective on the date of execution through July 31, 2013.

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; or (d) if the Riverside Community Health Foundation terminates or rescinds the grant.

9.0 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

Regents of the University of California, its officers or employees in accord with the California Government Code and as otherwise provided herein

14.3 **Insurance for COUNTY.** COUNTY shall secure and maintain the insurance coverage described in **Exhibit C**, 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 C**, 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.

15.3 **Acknowledgement of Riverside Community Health Foundation Support:** The parties agree that all manuscripts, papers, releases, exhibits or interviews prepared for meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Riverside Community Health Foundation's support. The parties also agree to provide to the Riverside Community Health Foundation copies of same. Each party also agrees to provide approval of such documents within 14 calendar days of receipt for review prior to submitting the information to the Foundation.

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: Timothy P. White
Timothy P. White, Ph.D.

By: John Tavaglione
Name: JOHN TAVAGLIONE

Title: Chancellor, UC Riverside

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: 10.09.12

Date: DEC 18 2012

I Concur: [Signature]

Approval as to form:
University of California, Riverside

Name: G. Richard Old M.D
Title: Dean, School of Medicine
University of California, Riverside
Date: 9/21/12

[Signature]
Michele Coyle, Campus Counsel

FOR APPROVED COUNTY COUNSEL
BY: [Signature]
MEAL R. KIPNIS DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

Operating Expenses (Continued)

Total Operating Expenses	\$0	\$0

Other Expenses

	Total Projected Budget	Total Requested from RCHF
Equipment -- Wheelchair scale (1)	\$2,500	\$2,500
Equipment -- Ceiling track lift (1)	\$32,486	\$32,486
Total Other Expenses	\$34,986	\$34,986

Grand Totals

	Total Projected Budget	Total Requested from RCHF
Total Direct Costs (Personnel + Operating Expenses + Other Expenses)	\$526,302	\$265,433
Total Indirect Costs (Personnel + Operating Expenses) X <i>Indirect Costs Percentage</i> [specify percentage below]	\$73,697	\$34,567
<i>Indirect Costs Percentage</i> (not to exceed 15% of Personnel + Operating)	15.00%	
	\$600,000	\$300,000

EXHIBIT B
Expanding Health Access Grant #2021-03
Objectives and Timeline

When	Activity
Jan. 31, 2012 (completed)	Site Visit for accreditation of internal medicine residency training program
July 2012 (completed)	Decision anticipated on accreditation of internal medicine program by the Accreditation Council for Graduate Medical Education
Fall 2012	Enter the National Resident Match Program for internal medicine (process by which prospective residents apply and are accepted by training programs)
Late Fall 2012	Anticipated that UCR School of Medicine assumes primary sponsorship of the family medicine and general surgery residency training programs at RCRMC (pending accreditation of the medical school)
July 2013	Target for internal medicine residents to begin training at RCRMC
March 1, 2012 – July 2012	Initiate discussion with UCLA on development of RCRMC as a clerkship site for UCLA medical students; concurrent with planning for UCR medical student rotations (continuous through grant period).
January –June 2013	Anticipated approval by UCLA of RCRMC as a clerkship site
July 2013	Offer clerkship rotations to UCLA students on an “as needed” basis.
Entire grant period	Patient care at RCRMC by UCR physician-faculty whose salaries will be partially supported by this grant.
When	Activity
March 2012 – May 2012	In consultation with Riverside County Purchasing, determine the appropriate process (e.g., Request for Proposal, Sole Source, etc.) to purchase the ceiling track lift and wheelchair scale.
May 2012 – August 2012	Complete the process to purchase the ceiling track lift and wheelchair scale, per Riverside County Purchasing requirements.
Summer 2012	Opening of primary care clinic for chronically disabled with complex medical needs
July 2012 – September 2012	Develop architectural design for the ceiling track lift.
September 2012	Install the wheelchair scale.
October 2012	Obtain permit for the ceiling track lift from the Office of Statewide Health Planning and Development.
November 2012	Complete installation of the ceiling track lift which includes: <ul style="list-style-type: none"> • Minor interior renovation of the ceiling • Utilities/electrical engineering

EXHIBIT C 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). If such insurance is written on a claims-made form, it shall continue for eight (8) years following termination of this Agreement. The insurance requirements may be satisfied with programs of self-insurance acceptable to UCR. 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. Comprehensive General Liability Insurance with self-insured retention of 2,500,000.
2. 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.