



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 15.4
(ID # 12102)**

MEETING DATE:
Tuesday, April 07, 2020

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of an Affiliation Agreement with The Regents of the University of California On Behalf of its University of California, Riverside, School of Medicine to Provide Graduate Medical Education Internal Medicine Training Program Services Effective July 1, 2019 through June 30, 2020 with a four year renewal through June 30, 2024; 5 years, All Districts. [Annual Cost \$1,017,958; up to \$101,795 in additional compensation – 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Affiliation Agreement with The Regents of the University of California on behalf of its University of California, Riverside, School of Medicine to provide Graduate Medical Education Internal Medicine Training Program Services effective July 1, 2019 through June 30, 2020, with four one-year renewal options through June 30, 2024 in the amount of \$1,017,958 annually and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and

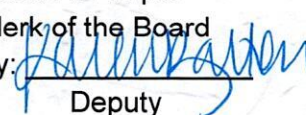
ACTION: Policy


 J. Cruikshank | Chief Executive Officer – Health System | 3/30/2020

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 7, 2020
xc: RUHS

Kecia R. Harper
 Clerk of the Board
 By: 
 Deputy

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2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,017,958	\$ 1,048,496	\$ 5,404,475	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 19/20-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System-Medical Center (RUHS-MC) is a primary training site for resident physician training programs sponsored by University of California, Riverside School of Medicine (UCR).

This Agreement delineates the responsibilities of both parties as they relate to the administration and staffing of residents in the program as well as the financial responsibility of each party. RUHS-Medical Center (RUHS-MC) is the primary participating training site for UCR's residency training program for internal medicine.

This Agreement for internal medicine training is effective July 1, 2019 through June 30, 2020 for an annual cost of \$1,017,958, with the option to renew for four additional years in one-year increments through June 30, 2024.

Impact on Residents and Businesses

This Agreement improves patient care by providing for the training of internal medicine physicians. Their services, while training, also expand the capacity of RUHS, creating shorter wait times for appointments and providing services that would not otherwise be available.

Additional Fiscal Information

Illustrated in the table below is the estimated budget for each fiscal year with an anticipated increase for each period of the Agreement which does not exceed the County's ten percent (10%) threshold.

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In order for the University to maintain salaries and benefits for their residents, the University system has historically applied an annual increase to the rates. RUHS has seen increases of no more than a three percent annual increase to salaries and benefits. The table below demonstrates the amount for those anticipated increases.

	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Total Amount
Requested Amount	\$1,017,958	\$1,017,958	\$1,048,496	\$1,079,951	\$1,112,350	\$5,276,712
Anticipated Annual 3% Increase	\$0	\$30,539	\$31,455	\$32,399	\$33,370	\$127,763
Total Amount	\$1,017,958	\$1,048,496	\$1,079,951	\$1,112,350	\$1,145,720	\$5,404,475

Contract History and Price Reasonableness

On May 12, 2015, Agenda Item #3-30, the Board approved a Master Affiliation Agreement with The Regents of the University of California, University of California, Riverside School of Medicine (UCR) for Graduate Medical Education Training specifically for psychiatry and internal medicine Residents effective July 1, 2014 through June 30, 2019 for a total cost of \$24,580,858.

Since the previous Affiliation Agreement ended June 30, 2019, a new Agreement with The Regents of the University of California on behalf of the University of California, Riverside School of Medicine (UCR) for Graduate Medical Education Training is needed to continue the relationship. However, it was decided by both RUHS and UCR to have separate program agreements for internal medicine and psychiatry training.

Therefore, this Agreement for internal medicine is effective July 1, 2019 through June 30, 2020 for an annual cost of \$1,017,958, with the option to renew for four additional years in one-year increments through June 30, 2024.

ATTACHMENTS:

Attachment A: Affiliation Agreement with The Regents of the University of California On Behalf of its University of California, Riverside, School of Medicine (Graduate Medical Education Training For Internal Medicine)

SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
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Teresa Summers, Director of Purchasing 3/30/2020


Brianna Lehtajo, Management Analyst 3/30/2020


Gregory V. Priamos, Director County Counsel 3/30/2020

**MASTER AFFILIATION AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

(GRADUATE MEDICAL EDUCATION TRAINING FOR INTERNAL MEDICINE)

This Agreement is entered into between the County of Riverside (COUNTY), a political subdivision of the State of California on behalf of Riverside University Health System (RUHS) and **The Regents of the University of California at Riverside**, a public corporation, on behalf of its **University of California, Riverside (UC Riverside)** (SCHOOL).

WHEREAS, SCHOOL sponsors graduate medical education programs , one of which is the UCR Internal Medicine Residency Program (PROGRAM) 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 to have RESIDENTS of the PROGRAM 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 RUHS's Medical Center's Moreno Valley, and Arlington campuses, and the RUHS Community Health Center outpatient clinics.

WHEREAS, when fully executed, this Agreement will supersede the existing agreement executed effective May 12, 2015; Agenda Item #3.30 between SCHOOL and COUNTY which was entered into prior to this Agreement as it relates to this PROGRAM only.

NOW, THEREFORE, the Parties hereto enter into this Agreement as a full statement of their respective responsibilities regarding the PROGRAM 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 the PROGRAM 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 RUHS and SCHOOL, which are incorporated herein by reference.

1.2 Appoint a Designated Institutional Official to provide administrative oversight of PROGRAM 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 PROGRAM at COUNTY to include supervision and education of RESIDENTS while training in PROGRAM at COUNTY in cooperation with the COUNTY's RUHS Medical Center Chief Executive Officer, Medical Director and chairs of the RUHS departments/divisions on which RESIDENTS rotate.

1.4 Provide adequate direct administrative and program staff support for PROGRAM as outlined in Exhibit B, "Compensation for GME Direct Expenses". The administrative and operational services provided by the designated staff will, at a minimum, include institutional and residency program coordination, human resources, payroll and fiscal functions, technological support for simulation equipment and administration and coordinator of faculty appointments at SCHOOL. Payments for these direct administrative and program 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. On an annual basis, 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 as established by ACGME, 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 faculty liaison will be available to COUNTY to coordinate RESIDENTS' duty schedules and other 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 RUHS Medical Staff.

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 SCHOOLS'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

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 Health Information Technology for Economic and Clinical Health Act ("HITECH"); and the standards and regulations of the Joint Commission (TJC), 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.

2.0 RESPONSIBILITIES OF COUNTY

COUNTY agrees that it shall:

2.1 Designate, after consultation with SCHOOL, a person to coordinate RESIDENTS' duty schedules and activities (Site Director) while at COUNTY as described in the PLA.

2.2 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.

2.3 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.

2.4 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.

2.5 Provide RESIDENTS with appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

2.6 Appoint a Director of Medical Education at COUNTY to provide administrative oversight of

graduate medical education and ensure compliance with ACGME institutional accreditation standards.

2.7 NON-STAFF SUPPORT, EQUIPMENT & SUPPLIES

- 2.7.1 Provide adequate facilities, including office space and equipment, for SCHOOL and COUNTY staff housed at COUNTY.
- 2.7.2 Provide scrub suits to RESIDENTS in accordance with COUNTY dress code and infection control policies and procedures while working at COUNTY's RUHS Medical Center Moreno Valley Campus.
- 2.7.3 Provide meals to RESIDENTS while working at COUNTY's RCRMC Moreno Valley Campus in accordance with COUNTY policy and procedure regarding the issuance of meal cards.
- 2.7.4 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.
- 2.7.5 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.

2.8 COUNTY agrees to fully assume all employer obligations for all COUNTY staff participating at COUNTY's facilities 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.

2.9 COUNTY shall conduct formal quality assurance programs and review patients complications and deaths as follows:

- 2.9.1 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.
- 2.9.2 COUNTY shall have a medical records system that assures the availability of medical

records, 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.

2.10 Protect the health and safety of RESIDENTS on rotation at COUNTY by providing each RESIDENT with the following:

- 2.10.1 Orientation of RESIDENTS as to COUNTY's rules, regulations, procedures and policies.
- 2.10.2 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.
- 2.10.3 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 with follow-up through RESIDENT'S health insurance
- 2.10.4 Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities.

2.11 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 related to this GME Agreement.

2.12 Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its PROGRAM during normal business hours and by the provision of three (3) days prior written notice.

2.13 With respect to any professional services performed by RESIDENTS under this Agreement, COUNTY agrees to inform SCHOOL as follows:

- 2.13.1 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.
- 2.13.2 Within five business days after receipt of service of a complaint, summons or notice of a claim involving a RESIDENT or SCHOOL faculty member.

- 2.13.3 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
- 2.13.4 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.
- 2.13.5 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 may consult with COUNTY concerning any proposed disciplinary action. COUNTY agrees to abide by SCHOOL's recommended disciplinary action against SCHOOL's faculty assigned to COUNTY to perform services under this Agreement. . 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 a discriminatory, arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace terminated RESIDENT with another RESIDENT as soon as possible.
- 2.13.6 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 rules, policies or program requirements.

2.14 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 Resident Salaries and Benefits

COUNTY will compensate SCHOOL for the salary and benefit expenses for RESIDENTS participating in rotations at COUNTY at the rates and terms listed in Exhibit A, "Compensation for Resident Physicians".

3.2 Non-Salary Direct Expenses

COUNTY will compensate SCHOOL for the salary and non-salary direct expenses and terms listed in Exhibit B. COUNTY retains right to periodically review and audit these direct expenses for RESIDENTS.

3.3 COUNTY and SCHOOL agree to review, meet and confer annually regarding the reimbursement rates and direct expenses per this Agreement. All new terms and/or 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

UCR shall submit to COUNTY its annual schedule of RESIDENTS no later than June 1 of each year. The parties acknowledge that the annual schedule has been presented to COUNTY for the 2019/20 residency year. SCHOOL and COUNTY, by mutual agreement, may modify the schedule in consultation with the DIRECTOR. Material changes will be memorialized in a new Exhibit A.

6.0 TERM

The term of this Agreement shall commence on July 1, 2019 and shall be renewed annually for a maximum of five (5) years, through June 30, 2024, or until earlier terminated as provided herein, 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 one years' 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 written notice to the breaching Party, including a statement of the facts and circumstances believed to constitute such breach. The breaching Party will have sixty (60) days to cure the breach. If the breach is not cured within the sixty (60) days, the aggrieved Party may terminate the Agreement with an additional ten (10) days' notice 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 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 regents, directors, 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, Medical Staff or agents. The exception to this Section 10.0 shall be liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages, arising out of the provision of PROFESSIONAL HEALTH CARE SERVICES, which shall be controlled by Exhibit C, attached hereto and incorporated herein.

10.2 SCHOOL shall defend, indemnify and hold COUNTY, its directors, 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, its regents, directors, officers, employees, agents or RESIDENTS. The exception to this Section 10.0 shall be liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages, arising out of HOSPITAL services, which shall be controlled by COUNTY as owner and operator of HOSPITAL.

11.0 COOPERATION IN DISPOSITION OF CLAIMS

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 discipline of RESIDENTS in accordance with SCHOOL'S applicable policies and procedures.

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-Medical Center CEO (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; 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 CONFIDENTIALITY

14.1 SCHOOL and RESIDENTS 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.

14.2 SCHOOL and RESIDENTS 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").

14.3 SCHOOL and RESIDENTS 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.

14.4 SCHOOL will promptly inform COUNTY whenever it becomes aware that its RESIDENTS have failed to safeguard the integrity, security or confidentiality of individually identifiable information. SCHOOL will cooperate with COUNTY to investigate and, to the maximum extent practicable, mitigate any such breach.

15.0 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 continue 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.

16.0 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.

17.0 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, transfer or delegation of a Party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

18.0 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.

19.0 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.

20.0 EXHIBITS

Exhibits A, B and C attached hereto are incorporated herein by reference and made a part of this Agreement.

21.0 MODIFICATIONS AND AMENDMENTS

This Agreement may only be amended or modified at any time by mutual written consent of the authorized representatives of both Parties.

22.0 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.

23.0 GOVERNING LAW

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

25.0 ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties regarding the RESIDENTS in the PROGRAM and supersedes any prior agreements, oral and written, and all other communications between the Parties relating to such subject matter.

26.0 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, or delivered by an overnight delivery service, which tracks deliveries, as follows:

COUNTY:

County of Riverside

Riverside University Health System-Medical Center

SCHOOL:

The Regents of the University

Of California

26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: Chief Executive Officer

900 University Avenue
Riverside, CA 92521
ATTN: Vice Chancellor of Health Affairs
Dean, School of Medicine

With Mandatory Copies to:
RUHS Chief Medical Officer
26520 Cactus Avenue
Moreno Valley CA 92555

With Mandatory Copies to:
Director of Contracting, SOM
14350 Meridian Parkway
Riverside CA 92518

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: 

Name: V. Manuel Perez

Title: Board of Supervisors, Chairman

Date: APR 07 2020

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT RIVERSIDE

By: 

Name: Deborah Deas, MD, MPH

Title: Vice Chancellor of Health Affairs
Dean, School of Medicine

Date: 2/14/20

ATTEST:

Kecia R. Harper
County Clerk of the Board

By:  Date: APR 07 2020

Title: Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By:  Date: 3/10/2020

Name: Martha Ann Kuntson
Title: Deputy County Counsel

Compensation for Resident Physicians

Both parties agree that the compensation rates, annual full-time equivalent (FTE) counts, annual compensation and terms reflected in this exhibit are effective July 1, 2019. For each subsequent renewal period the compensation rates to be paid by the COUNTY shall be increased by the increases, if any, in the UC established rates for resident salary and benefits.

RUHS shall reimburse the SCHOOL for the salary and benefits of RESIDENTS covered by this Agreement. RUHS agrees to pay invoices in full within 30 days of receipt of a monthly invoice which includes a resident report that has been reconciled and agreed upon by the Parties. The resident report will include, at a minimum, the following information: Resident Full Name, Program Name and Year of Enrollment, PGY Level, Name of service on which RESIDENT was rotating, start and end dates for each resident for whom SCHOOL is requesting reimbursement.

Reimbursement for RESIDENTS will be made for rotations that occur at COUNTY's facilities for the 2019-2020 residency year, at the following rates:

RUHS's reimbursement for SCHOOL'S RESIDENTS' salary and benefits will not exceed the maximum annual FTE (full-time equivalent) counts listed below for each Program.

Resident Program	Program Year	PGY	Maximum Annual FTE Count	Total Cost
Internal Medicine	1	1	4	\$319,028.11
Internal Medicine	2	2	4	\$327,618.14
Internal Medicine	3	3	4	\$338,138.07
ANNUAL COMPENSATION NOT TO EXCEED				\$984,784.32

Both parties agree that SCHOOL may, upon approval of RUHS, send additional RESIDENTS other than those listed above to RUHS's facilities. However, reimbursement for salary and benefits will not exceed the annual amount listed in this Exhibit.

Compensation For GME Direct Expenses

In addition to the Compensation for Resident Physicians set forth in Exhibit A, SCHOOL will invoice RUHS for one-twelfth of the total GME Direct Expenses set forth below on a monthly basis. Compensation will be provided by RUHS to SCHOOL within 30 days of receipt of an invoice.

GME Direct Expenses	FTE	Salaries & Benefits
Administrative and Support Staff		
Program Coordinator (Internal Medicine)	0.3	\$33,173.21
Subtotal for Salary Expenses		\$33,173.21
TOTAL FOR DIRECT EXPENSES		\$33,173.21

Professional Liability Indemnity

1.0 As an additional element of compensation to the SCHOOL, the COUNTY shall indemnify the SCHOOL and provide Professional Liability insurance to the SCHOOL as provided hereunder solely and exclusively to the extent that it arises from Professional Health Care Services performed under this Agreement on behalf of COUNTY, so long as the SCHOOL reasonably follows and does not intentionally ignore COUNTY policies and procedures and other regulatory agencies' rules or laws that apply to the provision of health care.

2.0 For purposes of this Exhibit, the term "SCHOOL" shall include The Regents of the University of California at Riverside, a public corporation, on behalf of its University of California, Riverside (UC Riverside), its regents, directors, officers, employees, agents, physician extenders, subcontractors and independent contractors.

3.0 The COUNTY shall, defend, indemnify and hold the SCHOOL harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages (collectively "CLAIM"), arising out of the provision of Professional Health Care Services pursuant to or under this Agreement, provided that:

3.1 Notice of such CLAIM has been given in accordance with the provision contained in this Exhibit.

3.2 There shall be no liability coverage provided hereunder for any CLAIM against the SCHOOL for conduct prior to the Effective Date of the Agreement nor following termination of this Agreement.

4.0 The COUNTY may provide the indemnification referred to above through a program of self-insurance. The SCHOOL shall reasonably follow the guidelines and procedures contained in any risk management and HOSPITAL plan, which may be established by COUNTY, and applicable federal and State law.

5.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name of and on behalf of the SCHOOL, diligently investigate and defend any and all CLAIMS or suits made or brought against SCHOOL, shall retain proven medical malpractice specialty legal counsel for SCHOOL, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to, attorney's fees, expert witness fees, and court costs. In addition to, and not inconsistent with any other provision of this Exhibit, the SCHOOL shall cooperate at the discretion of the COUNTY in the investigation, settlement, or defense of any CLAIM or suit against the SCHOOL. For medical malpractice claims, COUNTY practice is to dismiss physicians, residents and physicians groups from all actions.

6.0 The SCHOOL shall assist, without cost to the COUNTY, in the COUNTY's defense of any CLAIM, including without limitation, cooperating timely with the COUNTY; and, upon the COUNTY's request, attend hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and to provide current home and work contact numbers until the full and final settlement or payment of all CLAIMS mentioned in this Exhibit.

7.0 The COUNTY shall not, without the written consent of SCHOOL, admit liability for, or settle any

Professional Liability Indemnity

CLAIM covered herein, which consent shall not be unreasonably withheld by SCHOOL. If a Party to the CLAIM has been dismissed, then that Party shall have no further rights under the preceding sentence. If the SCHOOL in any such CLAIM refuses to consent to any reasonable settlement recommended in writing by the COUNTY, and elects to contest or continue any legal proceedings, the liability of COUNTY shall not exceed the amount for which the CLAIM could have been so settled, plus reasonable costs with its consent up to the date of such refusal.

8.0 The following are conditions precedent to the right of the SCHOOL to be defended and/or indemnified under this Exhibit, however, the COUNTY may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such conditions:

8.1 During the Term of this Agreement, the SCHOOL shall, within a reasonable amount of time after receiving knowledge give to the person or persons designated by the COUNTY notice in writing of:

- 8.1.1 Any CLAIM arising out of PROFESSIONAL HEALTH CARE SERVICES made against the SCHOOL; and
- 8.1.2 The receipt of notice from any person of any intention to hold the SCHOOL responsible for PROFESSIONAL HEALTH CARE SERVICES.