



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



ITEM: 15.3
(ID # 15584)

MEETING DATE:

Tuesday, June 29, 2021

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Approve a Professional Medical Services Agreement with the Regents of the University of California on Behalf of the University of California, Riverside, UCR Health for Family Medicine Services Effective July 1, 2021 through June 30, 2026, All Districts. [Total Cost \$9,065,860; \$1,813,172 annually; up to \$181,317 in additional compensation annually, 19% Hospital Enterprise Fund 40050 and 81% FQHC Health Center Care Clinics 40090]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Medical Services Agreement with the Regents of the University of California on behalf of the University of California, Riverside, UCR Health for Family Medicine Services effective July 1, 2021 for an annual amount not to exceed \$1,813,172 for a total of \$9,065,860 through June 30, 2026 and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
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 make modifications to the scope of services that stay within the intent of the Agreement and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the contract amount.

ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 6/15/2021

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: June 29, 2021
xc: RUHS-MC

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 1,813,172	\$ 9,065,860	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 19% - Hospital Enterprise Fund 40050 and FQHC Health Center Care Clinics - 40090			Budget Adjustment: No	
			For Fiscal Year: 21/22-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System Medical Center (RUHS MC) has a residency program for Family Medicine. The Regents of the University of California on behalf of the University of California, Riverside, UCR Health (UCR) have supplied some of the faculty physicians for this teaching program. The residency program encourages crucial dialogue between the teaching staff and the trainees through rounds, conferences, and patient care procedures. This residency program promotes better patient care and creates bonds between the trainees and Riverside County.

With this Agreement, UCR will partner with RUHS MC and the RUHS Community Health Centers to help maintain an environment which is conducive to quality medical care and training in family practice services by providing qualified faculty to properly care for Riverside County patients. In addition, the faculty staff from UCR will fulfill the faculty teaching requirements of the Accreditation Council of Graduate Medical Education (ACGME) program requirements.

Over the past few years, UCR's family practice physicians have provided quality care to Riverside County patients. Furthermore, UCR faculty staff receive excellent reviews and evaluations from our residents in the residency program.

Impact on Citizens and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Contract History and Price Reasonableness

RUHS has engaged experts in the healthcare field to assist with a competitive market analysis to ensure this agreement meets price reasonableness and that rates are within industry standards.

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

On July 12, 2016, (Agenda Item 3.31) the Board approved a Professional Medical Services Agreement with the Regents of the University of California on behalf of the University of California, Riverside UCR Health for family medicine services effective July 1, 2016, through June 30, 2017, with renewal options for four additional one-year terms, not to exceed \$2,400,000 per year. The Agreement ends June 30, 2021, with no additional renewal options.

This new Professional Medical Services Agreement requires Board approval as it exceeds the \$450,000 threshold for physician services per Resolution 2019-147, (Agenda Item 3.20) approved by the Board on June 18, 2019, without competitive bids. The associated funds are included in the RUHS MC and RUHS Community Health Centers County budgets.

ATTACHMENTS:

Attachment A:

**PROFESSIONAL MEDICAL SERVICES AGREEMENT BETWEEN
COUNTY OF RIVERSIDE AND THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UNIVERSITY
OF CALIFORNIA, RIVERSIDE, UCR HEALTH (FAMILY MEDICINE
SERVICE)**


Tina Grande, Director of Purchasing and Fleet Services 6/15/2021


Gregory V. Priamos, Director County Counsel 6/16/2021

**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Family Medicine Services)**

This Agreement is entered into by and between the County of Riverside (COUNTY), a political subdivision of the State of California, on behalf of the Riverside University Health System Community Health Centers and Riverside University Health System Medical Center (RUHS) and The Regents of the University of California, a public corporation on behalf of, The University of California, Riverside, UCR Health (CONTRACTOR).

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 obtain professional medical services in the specialty practice of Family Medicine (SPECIALTY) for the purpose of improving patient care and complying with requirements of California Code of Regulations ("C.C.R.") Title 22 for acute care RUHSs, the Health Resources and Systems Administration requirements for Federally Qualified Health Centers and C.C.R. Title 10 for managed care; and

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

NOW THEREFORE the parties hereto enter into this Organized Health Care Arrangement (OHCA) under the terms of 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 DEFINITIONS

1.1 "ACP" shall mean an Advanced Care Provider - a mid-level provider supplied by CONTRACTOR, such as a nurse practitioner or a physician assistant.

1.2 "COUNTY" shall mean County of Riverside.

1.3 "COUNTY Patients" shall mean patients treated by the CONTRACTOR in accordance with this Agreement, and for the benefit of COUNTY, if: (1) the patients receive professional services from CONTRACTOR in RUHS or any COUNTY owned or leased facility, regardless of the patients' payment source, or (2) the patients receive professional services from a COUNTY intern or resident working under CONTRACTOR's supervision in RUHS or any

COUNTY owned or leased facility, on COUNTY's behalf, regardless of the patients' payment source.

1.4 "DEPARTMENT" shall mean the RUHS Medical Center Department of Family Medicine.

1.5 "Medical Staff Bylaws, Rules, and Regulations" shall mean RUHS's Medical staff bylaws, rules and regulations, as amended from time to time.

1.6 "Physician" shall mean a physician employed or subcontracted by CONTRACTOR who are experienced and qualified in the medical practice of SPECIALTY and are licensed to practice medicine in the State of California.

1.7 "Professional Services" shall mean professional medical services in the SPECIALTY provided by Physicians and ACPs as more fully described in **Exhibit A** to this Agreement.

1.8 "SPECIALTY" shall mean the medical specialty of Family Medicine.

1.9 "State" shall mean the State of California.

1.10 "TJC" shall mean The Joint Commission.

2.0 DESCRIPTION OF SERVICES

2.1 COMPLIANCE WITH RUHS MISSION, VISION, AND VALUES

Professional Services shall be provided by CONTRACTOR in compliance with the RUHS Mission, Vision, and Values, a copy of which shall be made available to CONTRACTOR, which reflect COUNTY's and CONTRACTOR's commitment to providing quality health services to COUNTY Patients, regardless of their ability to pay, as well as quality education and training programs to resident Physicians and other students of the RUHS's teaching programs.

2.2 SERVICES PROVIDED

CONTRACTOR shall provide Professional Services for RUHS in accordance with the services and duties described in this Agreement and **Exhibit A** hereto. A list of the Physicians and ACPs who will provide services on behalf of CONTRACTOR is attached as **Exhibit B** (which list shall be promptly updated by CONTRACTOR and provided to COUNTY upon the departure or addition of any Physician or ACP). CONTRACTOR shall not use, or knowingly permit any other person who is under its direction to use, any part of RUHS's premises for (i) the private

practice of medicine, or (ii) any purpose other than the performance of Professional Services for RUHS and the RUHS Patients.

3.0 RESPONSIBILITIES

3.1 CONTRACTOR AND COUNTY

Each party agrees to maintain an environment which is conducive to quality medical care provision and training as it pertains to SPECIALTY services by providing facilities to properly care for patients and by encouraging critical dialogue between teaching staff and trainees through rounds, conferences, and patient care procedures.

3.2 CONTRACTOR

3.2.1 Provision of Services

CONTRACTOR agrees to provide Professional Services as described in this Agreement and **Exhibit A** hereto.

3.2.2 Obligations as Employer

CONTRACTOR agrees to all employer obligations for CONTRACTOR staff. COUNTY shall not be, or be construed to be, the employer of Physicians or ACPs for any purpose whatsoever. CONTRACTOR shall be solely liable and responsible for all employer obligations, if any, with respect to such Physicians and ACPs. 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. In the event that COUNTY is for any reason required to pay any such obligations, CONTRACTOR shall reimburse COUNTY for any and all amounts paid by COUNTY to meet such obligations.

3.2.3 CONTRACTOR Representations, Warranties, and Covenants

CONTRACTOR represents and warrants to COUNTY, upon execution and while this Agreement is in effect, as follows:

A. CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by this reference;

B. CONTRACTOR is not bound by any agreement or arrangement which would preclude CONTRACTOR from entering into, or from fully performing the Professional Services required under this Agreement;

C. With respect to any Physician or ACP providing services under this Agreement, his/her license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Each Physician or ACP providing services under this Agreement has, and shall maintain throughout this Agreement, an unrestricted license to practice medicine or other appropriate licensure in the State and Medical Staff privileges at RUHS and shall only provide services within the scope of his or her license.

D. With respect to any Physician or ACP providing Professional Services under this Agreement, his/her medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

E. Neither CONTRACTOR nor any Physician or ACP providing Professional Services hereunder (a) is currently, or has ever been excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), (b) has been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), or (c) has received notice of or become aware of any notice of or threatened, proposed or actual exclusion, suspension or debarment, and/or any notice of an investigation or pending administrative or judicial proceeding regarding a criminal offense related to conduct that would or could trigger an exclusion of CONTRACTOR or any Physician or ACP hereunder from any federal or state health care program.

F. Notwithstanding any other provision of this Agreement to the contrary, and as set forth below, if CONTRACTOR or any Physician or ACP providing services under this Agreement is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or State health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or State health care program, at any time during the term of this Agreement, or if at any time after the effective date hereof, COUNTY determines that CONTRACTOR has made a false representation and/or warranty under this Section or is in violation or breach of this Section, at COUNTY's election, this

Agreement shall terminate: (1) as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program and/or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or (2) as of the date of the breach of this Section.

G. CONTRACTOR shall, from and after the Effective Date, ensure that each of the Physicians be and remain board certified in the SPECIALTY by the applicable medical specialty board approved by the American Board of Medical Specialties or American Osteopathic Association (either, the "Certifying Board"); provided, however, that if any of the Physicians is not certified in the SPECIALTY by the Certifying Board as of the Effective Date, such Physician shall have a reasonable amount of time to obtain such certification, provided that such Physician diligently pursues such certification in accordance with the rules of the Certifying Board, and is certified in the SPECIALTY by the Certifying Board.

H. Notwithstanding the foregoing, if any of the Physicians or ACPs is so affected but not CONTRACTOR itself, this Agreement shall not terminate if CONTRACTOR immediately removes such affected Physician or ACP from providing any Professional Services hereunder, and replaces him/her with another physician or ACP acceptable to RUHS.

I. The compensation formulas used by CONTRACTOR to pay its Physicians and ACPs comply with applicable law and have no relationship to the volume or value of patient referrals to RUHS or to CONTRACTOR.

J. CONTRACTOR shall, within 10 business days or sooner, notify COUNTY in writing of UCR Health becoming aware of any occurrence that would render it unable to make any of the representations and warranties in this Section.

3.2.4 Administrative Obligations

CONTRACTOR shall:

A. Provide highly efficient, safe and quality care to patients, which will be monitored by the Chief Medical Officer utilizing data reported at Performance Improvement, Medical Executive and other staff committees.

B. Assist to establish rules and regulations for the operation of SPECIALTY services in COUNTY facilities including, but not limited to, RUHS, the RUHS Community Health Center Clinics, Emergency Department, and consultative services.

C. Assist to establish criteria for issuing SPECIALTY clinical and practice privileges at RUHS and assist when requested by RUHS to review the credentials of all physicians applying for clinical privileges in the DEPARTMENT in all of its areas of service for making appropriate recommendations for approval by the Chief of the DEPARTMENT, RUHS Medical Staff Credentials Committee for physicians, and by the Medical Executive Committee.

D. Provide proctoring and review on a regular basis for the clinical and educational performances of all SPECIALTY health care professionals working on-site at RUHS in accordance with any applicable Medical Staff Bylaws, Rules, and Regulations, and RUHS policies and procedures, as well as Accreditation Council for Graduate Medical Education (ACGME), American Board of Osteopathic Medicine, and TJC standards, as applicable.

E. Provide RUHS with annual performance objectives and evaluations to include age-specific competency and job skills for each of its ACPs who may work at RUHS under this Agreement in accordance with TJC standards and applicable RUHS policies and procedures.

F. Establish and implement, in conjunction with RUHS and RUHS affiliated medical schools or other teaching institutions, clinical training programs at RUHS designed to meet the educational requirements for the teaching of physician residents, other medical staff, paramedical trainees, and medical students receiving training at RUHS. CONTRACTOR will ensure that such training programs are established and presented on an ongoing basis and updated annually or more frequently as needed, and that all pertinent requirements are met, and duties performed which are necessary to meet the terms of affiliation agreements established between the RUHS and medical schools, universities, colleges, and other institutions or agencies in regard to training in SPECIALTY services. CONTRACTOR's development of affiliation agreements shall be coordinated and approved by RUHS Administration.

G. Require each Physician or ACP who reports on-site at RUHS to comply with COUNTY and RUHS requirements for health screening tests determined appropriate by COUNTY, to conform to all applicable Medical Staff Bylaws, Rules, and Regulations, COUNTY policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by representatives of COUNTY and CONTRACTOR.

H. Participate and cooperate in the RUHS Performance Improvement and Safety Programs.

I. Report to RUHS the following information about each Physician, ACP, or other staff or trainee at least two (2) weeks before start of work on-site:

1. Name, address, and telephone number.
2. Health care providers and/or health insurance.
3. All other reasonable information about the Physicians, ACPs, other staff, or trainees as requested by COUNTY.

4. An "Application for Professional Liability Insurance for Employed/Contract Physicians and Surgeons Affiliated with the Following Institutions" form completed by each Physician assigned to work at RUHS under the requirements of this Agreement, submitted to the RUHS Chief Medical Officer for review and signature prior to submittal to County Risk Management for approval.

J. Cover any other appropriate administrative area of responsibility as requested by the Chief of the DEPARTMENT and/or the RUHS Chief Medical Officer and accepted by CONTRACTOR.

K. Use best efforts to participate in all managed care programs contracted by, sponsored by, or approved by RUHS and all appropriate practice activities of the RUHS Medical Staff.

L. Require Physicians, ACPs, and other CONTRACTOR health care staff to attend any orientation program presented for them by RUHS and complete RUHS's online compliance training modules.

M. Provide residents and student trainees with orientation information about COUNTY facilities and operations in accord with any orientation presented by RUHS to CONTRACTOR Physicians and/or other staff.

N. In coordination with the Chief of the DEPARTMENT, provide monthly schedules for Physicians and ACPs.

3.2.5 Additional Supervisory/Management Responsibilities

3.2.5.1 CONTRACTOR shall ensure that:

A. CONTRACTOR's Physicians shall be responsible for supervising and monitoring all inpatient and outpatient SPECIALTY services provided by the DIVISION, as coordinated with the DEPARTMENT Chair.

B. The clinical and educational activities of trainees on-site from RUHS residency training programs and affiliated teaching institutions shall be supervised according to the requirements of the training program and the terms of any associated affiliation agreement, and in accordance with Medicare requirements.

3.2.5.2 CONTRACTOR agrees:

A. That responsibility for direct patient care and supervision of SPECIALTY services includes attendance and participation in committee meetings and ongoing quality improvement activities in accordance with the RUHS Performance Improvement and Patient Safety Programs, as approved by the Riverside County Board of Supervisors.

B. To timely attendance at Community Health Center clinic hours and to cancel clinics only with advanced written notice and approval of the RUHS Clinic Chief Medical Officer, and RUHS Chief Executive Officer (CEO).

C. To use best efforts to serve as providers of specialty services under the provisions of managed care contracts and other contracts entered into by RUHS.

3.2.6 Projection of Needs

CONTRACTOR agrees to consult on projection of space, personnel, and equipment needs annually for the areas of responsibility by this Agreement for each COUNTY fiscal year and consult on project needs for future years as required by RUHS. Such evaluations and projections will be submitted in writing to RUHS Chief Medical Officer.

3.2.7 Clinic Budget

CONTRACTOR at all times shall provide Professional Services at the Community Health Center clinics in a cost efficient and effective manner, subject to budgetary systems and constraints established by the RUHS in consultation with the RUHS Community Health Center Medical Director of Operations.

3.2.8 Infectious Disease Certification

CONTRACTOR shall, within ten (10) days of signing this Agreement, and annually thereafter, provide RUHS Administration, a current written report, signed by the properly

qualified party performing the examination, verifying that CONTRACTOR personnel are able to perform the assigned duties and are free from symptoms indicating the presence of infectious disease. Said report shall initially contain the results of a skin test for tuberculosis using Purified Protein Derivative intermediate strength or a chest x-ray and Hepatitis B test. CONTRACTOR personnel shall not perform any services hereunder if the personnel evidence symptoms of any infectious disease.

3.2.9 Miscellaneous

CONTRACTOR will:

A. Take no steps to recruit RUHS staff for employment during the course of this Agreement and for ninety days thereafter.

B. Comply with all local, State, and federal ordinances, statutes, laws, rules, or regulations applicable to the employment of the CONTRACTOR personnel assigned to RUHS.

C. Be accountable for being in compliance with all billing regulations and laws regarding provision of SPECIALTY services and physician consultations as well as in conjunction with residency supervision.

D. Follow protocols and procedures for inmates being served by the RUHS and requiring SPECIALTY services.

E. Carry out all additional duties and functions of the RUHS as delineated in the RUHS Medical Staff Bylaws, Rules, and Regulations as appropriate.

F. CONTRACTOR agrees to assist RUHS, upon request, in planning, developing, and establishing specialty care clinics for the effective management of SPECIALTY patient care.

G. CONTRACTOR acknowledges that no investigational use of equipment, pharmaceuticals, or conduct of research may be undertaken at RUHS without RUHS Investigation Review Board approval according to requirements contained in the Medical Staff Bylaws, Rules and Regulations, and RUHS Policies and Procedures.

3.3 COUNTY

3.3.1 It is mutually agreed and understood that the RUHS receives funds from the COUNTY, which, in aggregate, are used to support the clinical operations of RUHS. In the event the COUNTY ceases to provide the RUHS with funding to support clinical operations,

this Agreement shall be deemed terminated and of no further force and effect immediately upon receipt of COUNTY'S notification to CONTRACTOR. The parties understand that such event would require the complete withdrawal of all COUNTY funding to RUHS. Should termination of this Agreement occur due to non-availability of COUNTY funds, any existing inpatient services being provided by CONTRACTOR at RUHS shall continue until patient discharge. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of costs in accordance with Section 4, Compensation, and as outlined in Section 5.3, of this Agreement.

3.3.2 COUNTY agrees to:

- A. Maintain State licensure through the California Department of Public Health and accreditation status with TJC or a comparable accreditation organization.
- B. Provide sufficient information about its specific needs so that CONTRACTOR may provide the appropriate staff with the necessary skills and experience.
- C. Assist CONTRACTOR, on a continuing basis, with the evaluation of CONTRACTOR staff by providing performance information to the CONTRACTOR Coordinator.
- D. Immediately notify CONTRACTOR of any particular problems regarding CONTRACTOR's staff or independent contractors.
- E. Provide necessary emergency health care or first aid required by an accident occurring at COUNTY facilities.
- F. Retain ultimate professional and administrative accountability for all patient care at COUNTY facilities.
- G. Take no steps to recruit CONTRACTOR staff for employment during the term of this Agreement or for ninety days thereafter.

3.3.3 COUNTY shall be responsible for the:

- A. Hiring, scheduling, promotion, compensation, discipline, and termination of all COUNTY personnel at COUNTY facilities. COUNTY shall consult with CONTRACTOR 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.
- B. Discipline of COUNTY personnel, and COUNTY shall investigate complaints by CONTRACTOR regarding COUNTY personnel to determine the

necessity for specific action. Whenever such complaint provides reasonable grounds to believe that the safety of any person or property in COUNTY facilities may be at risk, COUNTY shall make reasonable efforts consistent with COUNTY's established procedures, to reassign such personnel pending resolution of the complaint.

C. Compensation of COUNTY personnel who provide Professional Services at RUHS and who are not providers employed by or contracted with CONTRACTOR.

3.3.4 RUHS shall consult with CONTRACTOR as to the support elements RUHS deems necessary for the proper operation of the Community Health Center clinics, and shall furnish, at its expense, for the use of CONTRACTOR, all such support elements, including but not limited to the following:

3.3.4.1 Space

RUHS shall furnish and make available to CONTRACTOR space designated for physicians within the RUHS Community Health Center clinics, together with such other space as may be mutually agreed upon by the parties; provided that RUHS shall have the right to withdraw, relocate, or modify such space as it deems reasonably necessary.

3.3.4.2 Utilities and Ancillary Departments

RUHS shall furnish laundry service, housekeeping services (including hazardous, infectious, medical and radioactive waste disposal), mail and RUHS courier service, and utilities including gas, water, heat electricity and all other types of utility services reasonably necessary for the proper operation of the RUHS. RUHS shall also provide the services of its administrative and other support departments, including accounting, engineering, medical transcription, and purchasing, as reasonably necessary for the proper operation of RUHS. RUHS Administration shall assist the CONTRACTOR in the administrative management of the DIVISION by (i) providing RUHS policies and procedures, Medical Staff Bylaws, and the House Staff Manual to CONTRACTOR, and (ii) informing the CONTRACTOR of plans of RUHS which pertains to the operation of the RUHS Community Health Center Clinics.

3.3.4.3 Equipment

RUHS shall furnish equipment as RUHS and medical staff mutually agree is necessary for the proper operation of the RUHS Community Health Center

Clinics and RUHS. RUHS shall keep and maintain said equipment in good order and repair and shall replace and upgrade such equipment as it may become worn or obsolete.

3.3.4.4 Supplies

RUHS shall furnish all expendable and non-expendable supplies, such as drugs, chemicals, stationery, and similar supplies reasonably necessary for the proper operation of the RUHS.

3.3.4.5 Other Personnel

All other personnel, including but not limited to physician, nursing, administrative or other non-medical personnel as RUHS deems necessary for the proper operation of the RUHS Community Health Center Clinics shall be either employed or contracted outside the Agreement as separate contractors, and compensated by RUHS in consultation with the Chief Medical Officer of RUHS. Furthermore, RUHS shall give due consideration to removing any such person from the RUHS Community Health Center clinics upon request by the CONTRACTOR. In the performance of their duties in the Community Health Center clinics, such personnel shall be subject to the supervision of the RUHS Administration, or the RUHS Chief Medical Officer, as appropriate.

4.0 COMPENSATION

4.1 CONTRACTOR shall invoice RUHS for the monthly payment due and payable in accordance with **Exhibit C**, attached hereto incorporated herein. Invoices shall be submitted monthly. Payment shall be due thirty (30) working days from the date of receipt of the invoice. CONTRACTOR shall provide monthly reports identifying the services performed in the prior month, including the Physicians or ACPs who rendered services, the types of services provided, the date services were rendered, the hours worked, and patient encounter information.

4.2 Such payment by RUHS shall be deemed to be made for, as provided by this Agreement, Professional Services only, and RUHS shall not make, nor shall CONTRACTOR claim, any reimbursement for time and expense in any manner connected with transportation to or from the site at which CONTRACTOR shall or may render services hereunder.

4.3 RUHS reserves the right to correct errors on invoices, after prior notification and discussion with CONTRACTOR, and pay to CONTRACTOR the corrected amounts as further set forth in **Exhibit C**.

4.4 Maximum payments by RUHS to CONTRACTOR shall be as specified in **Exhibit C**, attached hereto.

5.0 TERM/TERMINATION

5.1 Term. This Agreement will be effective as of July 1, 2021 through June 30, 2022, unless terminated earlier. This Agreement includes four options to renew for one year renewal terms upon the execution of an amendment signed by both parties extending the term.

5.2 Termination without cause. Either party may terminate this Agreement, without cause, by giving one hundred eighty (180) days' prior written notice to the other party, unless otherwise terminated in accordance with the provisions of Section 5 of this Agreement, or as otherwise specified herein.

5.3 Termination for cause. Either party may terminate this Agreement for a breach of this Agreement. In this event, CONTRACTOR will finalize a plan with COUNTY to continue to provide services to patients admitted to the RUHS at the time of termination until their discharge.

5.4 In the event that this Agreement is terminated prior to the expiration of the Initial or any Renewal Term of the Agreement, the parties shall not enter into a contract with each other pertaining to the subject matter hereof during that Term of the Agreement.

5.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) (a) upon CONTRACTOR's closure; i.e., failure to continue in business, or (b) in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR, or, (c) at RUHS's election, in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this Agreement, it being the intent that CONTRACTOR shall be paid as specified in **Exhibit C** only during such period that CONTRACTOR shall, in fact, be performing the duties hereunder.

5.6 In the event that there shall be a change in the Medicare or Medi-Cal Acts, regulations, or general instructions (or application thereof), the adoption of new regulations, or a change in any third-party payer reimbursement system, any of which materially affects the reimbursement which COUNTY may receive for services furnished to COUNTY Patients through this Agreement, either party may by notice propose a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis of compensation is given and if CONTRACTOR and COUNTY are unable within thirty (30) days thereafter to agree upon a new

basis for compensation, either party may terminate this Agreement by sixty (60) days' notice to the other on any future date specified in such notice.

5.7 Notwithstanding anything to the contrary herein contained, in the event performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the license of either party, its participation in or reimbursement from the State or federal health care programs or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or if any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or RUHS fields, the parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the parties are unable to reach an agreement on such changes within thirty (30) days after initiating negotiations, COUNTY or CONTRACTOR may, at its option, terminate this Agreement upon thirty (30) days' prior written notice to the other party.

5.8 In the event of non-availability of COUNTY funds, this Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY's notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement for Professional Services up to the date of termination, in accordance with Section 4, Compensation.

6.0 HOLD HARMLESS/INDEMNIFICATION

A. CONTRACTOR shall defend, indemnify and hold COUNTY, Special Districts, their respective directors, officers, Board of Supervisors, elected officials, agents, employees, and independent contractors harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its regents, directors, officers, employees, agents, or trainees.

B. COUNTY shall defend, indemnify and hold CONTRACTOR, its regents, directors, officers, employees, agents and trainees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss,

expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its Special Districts, their respective directors, officers, Board of Supervisors, elected officials, agents, employees, or independent contractors.

7.0 INSURANCE

- A. CONTRACTOR, at its sole cost and expense, shall insure its activities in connection with this AGREEMENT and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:

1. Professional Medical and Provider Liability: (MINIMUM LIMITS)

a. Each Occurrence	\$1,000,000
b. General Aggregate	\$3,000,000

If such insurance is written on a claims made form, it shall provide COUNTY with the opportunity to maintain coverage for at least five years beyond the expiration of this AGREEMENT.

2. General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS)

a. Each Occurrence	\$1,000,000
b. Products Completed Operations Aggregate	\$3,000,000*
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$3,000,000*

* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form, it shall provide COUNTY with the opportunity to maintain coverage for at least five years beyond the expiration of this AGREEMENT.

3. Workers' Compensation Insurance as required under California state law.
4. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability CONTRACTOR.
5. Upon COUNTY's request, SCHOOL shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

B. For coverage of COUNTY, COUNTY shall have similar insurance as CONTRACTOR under this Agreement.

8.0 OSHA REGULATION

CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor regulations, the derivative Cal/OSHA standards, and laws and regulations relating thereto, and shall comply therewith as to all required elements under this Agreement.

9.0 TJC STANDARDS

CONTRACTOR certifies knowledge of The Joint Commission Standards for Acute Care RUHSs and Ambulatory Care Clinics and shall comply therewith as to all required elements under this Agreement.

10.0 WORK PRODUCT

All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released, to the public without the direct authorization of the RUHS Director/CEO or an authorized designee.

11.0 RESEARCH/INVESTIGATIONAL STUDIES

CONTRACTOR agrees, in compliance with Medical Staff Bylaws, Rules and Regulations, that any investigational study protocols or planned research to be done at RUHS will be submitted to the RUHS Institutional Review Board (IRB) for approval prior to implementation of any part of the protocol or research at RUHS. CONTRACTOR agrees that no patients enrolled in research studies will be admitted to, or registered as an outpatient at, RUHS for provision of care under the procedures of the research protocol or study design until final IRB approval of the research have been granted.

12.0 ASSIGNMENT/DELEGATION

12.1 This Agreement shall not be delegated or assigned by CONTRACTOR or COUNTY, either in whole or in part, without the prior written consent of the other Party, provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts with the prior written consent of COUNTY. No subcontract shall

terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR agrees that subcontracts developed to provide services or perform any investigational studies or research at RUHS shall contain the same obligations contained in this Agreement regarding the performance of patient care services at RUHS. Any attempted assignment or delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that this paragraph is not intended to limit the use of independent contractors by CONTRACTOR under this Agreement.

12.2 CONTRACTOR shall not use subcontractors in fulfilling its performance obligations under this Agreement.

12.3 CONTRACTOR agrees that each of its subcontracts or agreements with all of the Physicians, ACPs, and other health professionals providing services at RUHS must contain a clause whereby said Physicians, ACPs, and health professionals who jeopardize the license or accreditation of RUHS may be removed from RUHS by CONTRACTOR and/or RUHS.

12.4 CONTRACTOR agrees that any development of physician residency training agreements wherein residents will be placed at RUHS must be submitted at least sixty (60) days in advance to RUHS Administration for review and processing prior to making any commitment to the residents regarding such placement.

12.5 A change in the business structure of CONTRACTOR, including but not limited to a change in the majority ownership, change in the form of CONTRACTOR's business organization, management of CONTRACTOR, CONTRACTOR's business organization, CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an assignment for purposes of this Section.

13.0 WAIVER OF PERFORMANCE

Any waiver by either Party 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 either Party to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing either Party from enforcement hereof.

14.0 RECORDS AND REPORTS

14.1 CONTRACTOR shall prepare and maintain accurate and complete records of its services and activities performed under this Agreement. CONTRACTOR shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect CONTRACTOR's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to COUNTY. CONTRACTOR agrees to provide to COUNTY such reports as may be required by the RUHS Director/CEO, or designee, with respect to the services set forth under this Agreement.

14.2 To the extent necessary to prevent disallowance of reimbursement under 42 U.S.C. 1395x(v)(1)(1), and regulations promulgated pursuant thereto, until the expiration of five (5) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Comptroller General of the U.S. General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the cost of the services provided by CONTRACTOR.

14.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records and other applicable patient information as may be needed by CONTRACTOR to provide patient care services in accordance with this Agreement.

15.0 PERFORMANCE EVALUATION

CONTRACTOR hereby agrees to permit an appropriate official of the RUHS, State or federal government to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement. To the extent applicable, monitoring shall include a quarterly assessment of the performance requirements listed in **Exhibit E**, Performance Requirements, attached hereto, and is hereby incorporated herein. The quarterly assessment reports shall be reviewed jointly by RUHS and CONTRACTOR to evaluate CONTRACTOR's performance under this Agreement.

16.0 CONFIDENTIALITY

16.1 CONTRACTOR shall maintain the confidentiality of any and all patient records and information which may be reviewed under the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of CONTRACTOR under this Agreement. The Parties agree and acknowledge

that CONTRACTOR is subject to the Public Records Act and that compliance with that Act is not a violation of this Agreement.

16.2 CONTRACTOR shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient, any oral or written communication, information, or effort of cooperation between RUHS and CONTRACTOR, or between RUHS and CONTRACTOR and any other party.

16.3 CONTRACTOR, its officers, employees, and agents, including each of the Physicians and ACPs, shall comply with all federal, State and COUNTY privacy laws and regulations, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). CONTRACTOR shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), of RUHS patients, other than as permitted by this Agreement, RUHS policies and procedures, and the requirements of HIPAA or the Regulations. CONTRACTOR shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. CONTRACTOR shall promptly report to RUHS any use or a disclosure, of which CONTRACTOR becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that CONTRACTOR contracts with any agents to whom CONTRACTOR provides Protected Health Information, CONTRACTOR shall include provisions in such agreements pursuant to which CONTRACTOR and such agents agree to the same restrictions and conditions that apply to CONTRACTOR with respect to Protected Health Information. CONTRACTOR shall make CONTRACTOR's internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the U.S. Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by CONTRACTOR or RUHS by virtue of this Section. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

17.0 INDEPENDENT CONTRACTOR

17.1 The CONTRACTOR is, for purposes arising out of this Agreement, an Independent Contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and each of its employees, subcontractors or independent contractors shall in no event, as a result of this Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, Workers' Compensation benefits and injury leave or other leave benefits. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement; in accordance with Section 6. Notwithstanding the foregoing, if COUNTY determines that pursuant to federal and State law CONTRACTOR or any of its employees, subcontractors or independent contractors is an employee of COUNTY for purposes of income tax withholding, COUNTY shall upon two (2) weeks' notice to CONTRACTOR withhold from the payments hereunder to CONTRACTOR, federal and State income taxes and pay said sums over to the federal and State Governments.

17.2 It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of RUHS merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results, provided always that the services to be performed hereunder by CONTRACTOR shall be provided in a manner consistent with all regulatory, including federal, State, and local agencies, accrediting and licensing agencies, Medical Staff Bylaws, Rules, and Regulations, and policies and procedures, as may be amended from time to time, as well as community standards governing such services and the provisions of this Agreement.

17.3 Neither COUNTY nor RUHS shall have or exercise any control or direction over the methods by which CONTRACTOR or any of the Physicians or ACPs shall perform his/her work functions. The sole interest of COUNTY is to assure that RUHS is operated in a competent, efficient, safe and satisfactory manner, and that all applicable provisions of the law and other rules and regulations of any and all governmental authorities relating to licensure, accreditation and regulation of physicians and RUHSs shall be fully complied with by all parties hereto.

18.0 NONDISCRIMINATION

18.1 To the extent prohibited by applicable law, CONTRACTOR shall not unlawfully discriminate in the provision of Professional Services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color,

creed, ancestry, religion, 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 1964 (P.L. 88-352).

18.2 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the following:

A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

B. Subjecting an eligible person to segregation or separate treatment in any matter related to receipt of any service, except when necessary for infection control.

C. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

D. Treating an eligible person differently from others in determining whether he/she satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

19.0 CONFLICT OF INTEREST

The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR shall submit an annual statement of economic conflict of interest disclosure form as designated by RUHS.

20.0 COMPLIANCE PROGRAM

It is acknowledged that the RUHS's Compliance Program applies to the services and obligations described herein. The Compliance Program is intended to prevent compliance concerns such as fraud, abuse, false claims, and inappropriate patient referrals. CONTRACTOR agrees to cooperate with RUHS's Compliance Program, including any audits, reviews and investigations which relate to any services provided hereunder. The Compliance Program requires, and it is hereby agreed, that any regulatory compliance concerns shall be promptly reported to the Chief Compliance Officer (951-486-6471; r.compliance@ruhealth.org) or reported anonymously through the RUHS's Compliance Hotline (844-760-5832).

21.0 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.

22.0 ADMINISTRATION

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

23.0 RUHS ACCREDITATION/LICENSE

Any action or failure to act on the part of CONTRACTOR that results in the threatened loss of accreditation or licensure of the RUHS will be considered a material breach of this Agreement.

In the event of breach of Agreement pursuant to this Section, COUNTY may terminate this Agreement upon the basis of cause as set forth in Section 5, TERM/TERMINATION.

24.0 JURISDICTION, VENUE, AND ATTORNEY FEES

This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the Superior Court for the State of California, County of Riverside. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

25.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION

CONTRACTOR shall not use any funds provided hereunder to pay the salary or expenses of any person or entity who, while on the job, is engaging in activities designed to influence legislation or appropriations pending before Congress of the United States, California State Legislature, or Riverside County Board of Supervisors.

26.0 NO REFERRALS

No term, covenant or condition of this Agreement shall be construed as requiring or inducing CONTRACTOR or any Physician or ACP to refer any patients to RUHS. CONTRACTOR's rights under this Agreement are not and shall not be dependent in any way or manner upon the number of inpatients or outpatients referred to RUHS. Any payment, fee, or consideration of any kind provided for in this Agreement to be made or given by COUNTY to CONTRACTOR shall be made or given only as fair market value consideration in return for the performance of the services provided in accordance with this Agreement and shall not constitute, or be deemed to constitute, consideration in return for the referral of any patient.

27.0 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.

28.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be 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. COUNTY and CONTRACTOR may be parties to other, separate and unrelated agreements. In accordance with 42 C.F.R. § 411.357(d)(ii), these agreements are identified in RUHS's centralized master list of physician contracts, which is maintained and updated and available for review by the Secretary of the U.S. Health and Human Services upon request.

29.0 NOTICES

Any notice required or authorized under this Agreement shall be in writing. If notice is given by United States mail, it shall be sent registered or certified mail, return receipt requested, addressed as follows:

CONTRACTOR:

The University of California, Riverside
Dean of School of Medicine
900 University Avenue
Riverside, CA 92521
Attn: Dean

COUNTY:

Riverside University Health System
Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: CEO

Copies to:
UCR School of Medicine
14350-2 Meridian parkway
Riverside, CA 92508
Attn: Contract Department

Notice delivered personally is effective upon delivery. Notice given by mail is effective upon date of mailing.

30.0 HEADING

Headings are for the purpose of convenience and ease of reference only and shall not limit or otherwise affect the meaning of a provision.

31.0 COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Each party to this Agreement may agree to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

32. Use of Name

A. CONTRACTOR shall have no right to identify COUNTY as an employer or supervisor, or otherwise use the name, logos or trademarks of COUNTY or of COUNTY's affiliates in connection with this AGREEMENT without COUNTY's prior written consent, which consent COUNTY may withhold in its sole discretion. Notwithstanding the forgoing, COUNTY

acknowledges that CONTRACTOR may list its name among those institutions with whom it is affiliated for the purpose of educational training during the term of this AGREEMENT.

B. 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.

[Signature Page Follows]

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: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Date: JUN 29 2021

ATTEST:
Kecia R. Harper
Clerk of the Board

By: Kecia R. Harper
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson
Martha Ann Knutson,
Deputy County Counsel

Date: Jun 10, 2021

The Regents of the University of
California, a public corporation on behalf of
The University of California, Riverside
UCR Health

DocuSigned by:
By: Deborah Deas
Deborah Deas, MD, MPH
Vice Chancellor of Health Affairs
Dean, School of Medicine

Date: 6/10/2021 | 12:14 PM PDT

SCOPE OF SERVICES

1.0 CONTRACTOR STAFFING

A. CONTRACTOR shall provide physicians to perform SPECIALTY outpatient/clinical services, diagnostic procedures, consultations, supervisory duties, teaching services, inpatient care, development of treatment protocols, and telehealth SPECIALTY services provided at RUHS. Without limiting the foregoing, CONTRACTOR shall staff and provide outpatient SPECIALTY services at RUHS Community Health Centers and inpatient medical services at the Medical Center as part of its Department of Family Medicine. CONTRACTOR shall provide adequate staffing to assume medical care responsibilities for SPECIALTY services under the direction of the Chief of the DEPARTMENT and the RUHS Chief of the Medical Staff. All administrative issues shall be directed to the RUHS Chief Medical Officer for handling. It is agreed there shall be four point three (4.3) Full-Time Equivalent (FTE) positions staffed and the parties agree that an FTE of physician services is forty-five (45) weeks of work effort averaging forty (40) hours per week. It is further agreed that the 4.3 FTEs will be divided according to a pre-agreed schedule so that eight one percent (81 %) of the work effort will be provided at the RUHS Community Health Centers and the remaining nineteen percent (19%) will be dedicated to providing inpatient services at RUHS Medical Center.

B. Provide or recruit physicians who have been approved by the RUHS's Credentialing Committee.

C. Provide suitable staff replacement coverage for any Physician or ACP absent due to extended illness, vacation, seminar attendance, or termination of employment or association with CONTRACTOR, who was assigned at RUHS under the terms of this Agreement.

D. Ensure that CONTRACTOR Physicians and ACPs have verifiable SPECIALTY experience and training and must obtain and remain credentialed with Medi-Cal, Medicare, and appropriate managed care plans at all times under the term of this Agreement. Such providers also shall be required by CONTRACTOR to meet RUHS teaching faculty credentialing requirements established in conjunction with RUHS teaching programs and affiliation agreements with teaching institutions.

2.0 CONTRACT COORDINATOR

CONTRACTOR agrees to provide the services of a physician who is acceptable to RUHS to serve as the CONTRACTOR contract coordinator (COORDINATOR) for purposes of negotiation, implementation, and coordination of the fulfillment of responsibilities under this Agreement. CONTRACTOR shall not replace the approved CONTRACTOR physician

EXHIBIT A**SCOPE OF SERVICES**

Coordinator without the prior approval of the RUHS. Asma Jafri, M.D., shall serve as Coordinator for SPECIALTY services in this capacity until such time she is replaced by another mutually agreeable physician.

3.0 STAFF REMOVAL

A. COUNTY shall reserve the right, exercisable in its discretion after consultation with CONTRACTOR, to exclude any Physician or ACP from RUHS's premises in the event such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of COUNTY facilities and according to Medical Staff Bylaws, Rules, and Regulations as may be amended from time to time. COUNTY will notify CONTRACTOR in the event a compliant/allegation is made, an investigation is commenced, or other adverse event occurs/action is taken related to a CONTRACTOR physician.

B. Notwithstanding any other provision of the Agreement, CONTRACTOR will ensure that any physician or ACP assigned to COUNTY, if charged with a felony, will be removed from COUNTY premises upon CONTRACTOR's awareness of such charge until said matter is fully resolved to the satisfaction of COUNTY.

5.0 PROFESSIONAL SERVICES

A. Professional Services to be provided will include, but not be limited to, Family Medicine services, ambulatory clinical services, development of treatment protocols, inpatient and outpatient consultations, and diagnostic testing (as applicable).

B. CONTRACTOR will provide inpatient and outpatient consultation in the SPECIALTY on a routine and emergency basis.

C. CONTRACTOR will provide Professional Services in the RUHS Community Health Center clinics and RUHS Medical Center in accordance with a pre-agreed schedule each month.

D. CONTRACTOR shall be obligated to:

- 1) Respond by phone consultation or on-site at RUHS Medical Center for SPECIALTY services in accordance with Medical Staff Bylaws, Rules, and Regulations, and related RUHS policies and procedures.
- 2) Assume responsibility for the professional operation and professional services of the DIVISION. Any esoteric, unusual, or other patient care procedures that cannot be reasonably performed through the DIVISION or

EXHIBIT A

SCOPE OF SERVICES

DEPARTMENT will be sent to an outside provider mutually agreeable to the patient and parties hereto.

- 3) Include charting the progress of patients and updating the care plan as needed in a timely fashion.
- 4) Provide complete medical records for all patients cared for no later than fourteen (14) days after patient discharge in compliance with Medical Staff Bylaws, Rules and Regulations. CONTRACTOR agrees to dictate reports immediately after completion of procedures. Said medical records shall, at all times, be the property of RUHS, but CONTRACTOR shall have reasonable access to such medical records and shall have the right to make copies thereof, at CONTRACTOR's sole cost and expense, upon reasonable notice to RUHS to do so.

E. CONTRACTOR will provide on-call coverage, as coordinated by the Chief of the DEPARTMENT.

LIST OF CONTRACTOR PHYSICIANS

- Laura Nader, MD
- Nathan McLaughlin, MD
- Moazzum Bajwa, MD
- Uziel Saucedo, MD
- Asma Jafri, MD
- Emma Simmons, MD
- Ryan Buller, DO

EXHIBIT C**PAYMENT PROVISIONS**

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by RUHS in accordance with RUHS policy and procedures as follows:

1.0 Compensation

A. Subject to the conditions set forth below, as payment for CONTRACTOR's provision of SPECIALTY outpatient/clinical services, administrative duties, supervisory duties, teaching services, inpatient care, development of treatment protocols, on-call coverage, supervision of SPECIALTY services provided at RUHS, and all other services contemplated by this Agreement, RUHS shall pay CONTRACTOR as follows:

Description	Combined FTEs	Expected Minimum Weekly Physician Work Effort	Maximum Monthly Payment	Maximum Annual Payments
Family Medicine Services	4.0	138 hours	\$151,097.66	\$1,813,172
Access Clinic Services	.3	3 half clinics per week		

B. The parties agree that the annual expected minimum physician work effort equivalent to a Full-time Equivalent (FTE) is forty (40) hours per week for forty-five (45) weeks per year. The services provided under this Agreement will be provided according to a schedule agreed in advance by the parties to provide coverage at RUHS fifty-two weeks per year. The Family Medicine Services provided will be split between providing outpatient services at the RUHS Community Health Center Clinics (81%) and providing inpatient services at RUHS Medical Center (19%). The parties further agree that Access Clinic Services will be provided only by Emma Simmons M.D. and that in the event that CONTRACTOR becomes unable to provide her services the portions of this Agreement relating to Access Clinic services will terminate.

C. If the parties mutually agree to change the staffing levels as contemplated in this Exhibit and such change is not effectuated on the first day of a month, then COUNTY shall pay CONTRACTOR a pro rata amount for each of the staffing levels used during such month. Any change to the staffing level must be mutually agreed upon by the Parties and evidenced by a written amendment to this Agreement. The parties acknowledge that all amounts paid under this Agreement have been determined to be fair market value and commercially reasonable.

PAYMENT PROVISIONS

Payments to CONTRACTOR shall be made on a monthly basis during the term of this Agreement. RUHS shall pay CONTRACTOR payments by the invoice method specified in this Exhibit.

2.0 Professional Fees

A. CONTRACTOR agrees to thereafter not to bill any payer or patient for any professional services performed at the HOSPITAL or any COUNTY owned or leased facility by CONTRACTOR or its Physicians and ACPs.

B. CONTRACTOR shall cause each of its Physicians and, if applicable, ACPs, to execute a form CMS 855-R and any other documents necessary to effectuate the reassignment of professional fees to COUNTY. As required by Medicare: (i) CONTRACTOR and COUNTY agree that they shall be jointly and severally liable for any Medicare overpayments relating to claims for the professional services that CONTRACTOR has not coded correctly, (ii) CONTRACTOR shall not be jointly and severally liable in cases where COUNTY is aware of an overpayment and fails to rebill the claim correctly within sixty (60) days; and (iii) CONTRACTOR shall have unrestricted access to claims submitted by COUNTY for the Professional Services performed by CONTRACTOR's personnel.

C. CONTRACTOR and its personnel shall fully cooperate with HOSPITAL staff or any COUNTY billing, coding and collection contractors in billing third-party payers and patients for care provided by CONTRACTOR and its personnel under this Agreement. In particular, CONTRACTOR's personnel shall complete adequate and appropriate documentation in a timely manner relating to the services provided by them in compliance with federal, state and other payer requirements, including time studies, as needed, responses to billing and coding inquiries and documentation improvement efforts.

3.0 Billing Cycle

No later than the fourteenth (14th) working day of each month during the term hereof, CONTRACTOR shall submit to RUHS a monthly billing, in arrears of completion of each month/unit of services and a monthly Physicians Schedule. The Physicians Schedule shall include but not limited to: physician's name, date, location and hours worked. CONTRACTOR shall bill only for hours actually worked by its Physicians and reflect in the monthly billing a pro

PAYMENT PROVISIONS

rate deduction for any expected hours not worked by its Physicians. Any bill not timely submitted shall be deemed submitted with the next billing cycle for payment by RUHS.

4.0 Maximum Annual Compensation

Maximum annual compensation payable under this Agreement shall not exceed the amount of one million eight hundred thirteen thousand one hundred seventy-two dollars (\$1,813,172) annually.

EXHIBIT D

PROFESSIONAL LIABILITY INDEMNITY

1.0 As an additional element of compensation to the CONTRACTOR, the COUNTY shall indemnify the CONTRACTOR and provide Professional Liability insurance to the CONTRACTOR (upon approval of County Risk Management) as provided hereunder solely and exclusively to the extent that it pertains to the Professional Services performed under this Agreement on behalf of COUNTY, including administrative services on behalf of the County, and so long as the CONTRACTOR (as defined below) follows and does not intentionally ignore COUNTY policies and procedures and other regulatory agencies' rules, laws, and standards of care or commit willful or wanton acts of negligence.

2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include:

2.1 The CONTRACTOR itself;

2.2 The CONTRACTOR's Physician employees and independent Physician contractors; and

2.3 ACPs employed by CONTRACTOR.

3.0 The COUNTY shall, subject to the terms, limitations, exclusions, and conditions of this Agreement, including this Exhibit, indemnify, defend, and hold harmless the CONTRACTOR for any and all sums which the CONTRACTOR shall by law be held liable to pay for damages arising out of any demand for money or services by any patient or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, so long as it is not deemed a willful or wanton omission, error, or negligence, nor for punitive damage awards in professional services rendered or that should have been rendered by CONTRACTOR exclusively at RUHS or on behalf of COUNTY, provided always that:

3.1 Such malpractice results in a claim being made or legal action commenced against the CONTRACTOR, and notice of such claim or action has been given in accordance with the provisions contained in Section 8 of this Exhibit.

3.2 There shall be no liability coverage provided hereunder for any claim or action against the CONTRACTOR for malpractice committed or alleged to have been committed prior to the effective date of the Agreement nor following termination of this Agreement except for services provided during the term of the Agreement and/or for the CONTRACTOR or physician rendering service hereunder as described in Section 2 of this Exhibit.

EXHIBIT D**PROFESSIONAL LIABILITY INDEMNITY**

4.0 The indemnification promised hereby shall include all theories of liability against the CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the CONTRACTOR. Such indemnification as is afforded by this Agreement is extended to include the CONTRACTOR only while it is acting within the scope of duty pursuant to the terms of this Agreement (i.e., for patients of COUNTY performed in COUNTY facilities) and shall not apply to intentional acts or acts committed with malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the CONTRACTOR, any act committed in violation of any laws or ordinances resulting in a criminal conviction (including professional services rendered while under the influence of intoxicants or narcotics, or any practice) or service at a non-COUNTY facility not required by the terms of this Agreement.

5.0 In providing for such indemnification, it is not the intent of either party to waive any applicable statutory or other immunity from liability or of any claims requirements of the Government Code. For purposes of this Exhibit, said operating year shall begin with the date on which this Agreement is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal year; thereafter, each operating year shall run from July 1 to June 30.

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

7.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name of and on behalf of the CONTRACTOR, diligently investigate and defend any and all claims or suits made or brought against CONTRACTOR, shall retain legal counsel (attorney[ies]) skilled in investigation, defense, and settlement of medical malpractice claims, 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 CONTRACTOR shall cooperate at the discretion of the COUNTY in the investigation, settlement, or defense of any claim or suit against the CONTRACTOR.

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

EXHIBIT D

PROFESSIONAL LIABILITY INDEMNITY

8.1 During the term of this Agreement, the CONTRACTOR shall promptly, but no less than within ten (10) business days, after UCR Health receiving knowledge of any event described in this subsection (8.1) of this Section 8, give to the persons or persons designated by the COUNTY notice in writing of:

- A. Any conduct or circumstances which the CONTRACTOR believes to give rise to a claim for malpractice being made against the CONTRACTOR; or
- B. Any claim for malpractice made against the CONTRACTOR; or
- C. The receipt of notice from any person of any intention to hold the CONTRACTOR responsible for any malpractice.

8.2 The CONTRACTOR shall at all times without charge to the COUNTY:

- A. Give to the COUNTY or its duly appointed representative any and all information, assistance, and signed statements as the COUNTY may require; and
- B. Assist, without cost to the CONTRACTOR, 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 of payment and all cases involving persons mentioned in Sections 1 and 2 of this Exhibit.

8.3 The CONTRACTOR shall not, without the written consent of COUNTY's duly appointed representative, admit liability for, or settle any claim, or:

- A. Incur on behalf of the COUNTY any cost or expense in connection with such claim, or
- B. Give any material or oral or written statements to anyone in connection with admitting or settling such claim. Notwithstanding the above prohibition on making statements, CONTRACTOR may discuss matters that fall under this Exhibit D with its attorneys, risk management vendors, and other similar agents; or if compelled by law.

PERFORMANCE REQUIREMENTS

1.0 CONTRACTOR shall meet patient care performance requirements including but not limited to, providing patient and family education in accordance with The Joint Commission standards and on-time attendance for scheduled clinic services. RUHS may deduct five percent (5%) of the monthly amount owed (not to exceed 10%) in total deduction) for each of the following quality metrics which the CONTRACTOR fails to meet during that month:

1.1 CONTRACTOR shall complete resident evaluations twice (2x) a year according to GME standards.

1.2 When working at the Community Health Centers (CHC's), CONTRACTOR physicians shall see an average of two point five (2.5) patients per hour. When providing inpatient services at RUHS Medical Center CONTRACTOR physicians will complete and document at least one encounter with each patient on the Family Medicine Service each day.

2.0 The above metrics will be reviewed and adjudicated on a monthly basis by both the RUHS and CONTRACTOR.

SAMPLE INVOICE



UC Riverside-School of Medicine
 900 University Ave
 Riverside, CA 92521
 University of California Federal Tax ID: 95-6006142

INVOICE # :
 INVOICE DATE:

Services Provided to:
 RUHS Medical Center
 Attn: Melody Santiago or Kevin Worhack or
 Arnold Tabuenca, MD, Chief Medical Officer
 26520 Cactus Ave
 Moreno Valley, CA 92555
 Phone#: 951-486-4464
 m.santiago@ruhealth.org
 k.worhack@ruhealth.org

DIRECT ALL INQUIRIES TO:
 School of Medicine
 Accounts Receivable
 UCRSOM_AR@medsch.ucr.edu
 951.827.4522

Scope of work: Provide County with faculty services at RUHS for Family Medicine Residency Program.

MONTH OF SERVICE	PHYSICIAN	FTE	MONTHLY RATE	AMOUNT
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total FTE: 0.00			Subtotal	-
Balance due within 30 days of invoice date.				\$ - PAY THIS AMOUNT

Make check payable to: *Regents UC*
 Reference Invoice # on check: 0
 Send Payment to:
 900 University Ave-Main Cashiers (SOM)
 Student Services Bldg Rm 1111
 Riverside, CA 92521

FOR OFFICE USE ONLY

Activity	Fund	CC	PC
A02091	60111	MS028	MS—