



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



ITEM: 18.2  
(ID # 27195)

MEETING DATE:

Tuesday, April 01, 2025

FROM : RUHS-MEDICAL CENTER

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Approve the Professional Services Agreement with The Regents of the University of California on behalf of the University of California, San Francisco, to provide Physician Medical Services, effective July 1, 2025, through June 30, 2030, 5 Years, All Districts. [Total Aggregate Cost \$4,144,224, up to \$414,423 in additional compensation, 100% Hospital Enterprise Fund 40050]

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

1. Approve the Professional Services Agreement with The Regents of the University of California on behalf of the University of California, San Francisco, to Provide Physician Medical Services, effective July 1, 2025 through June 30, 2026, with the option to renew for four (4) additional one-year periods through June 30, 2030, for a total aggregate annual amount of \$4,144,224 for five (5) years 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, based upon the availability of funding and as approved by County Counsel, to: (a) sign amendments including modifications to the scope of services that stay within the intent of the agreement; and (b) sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total cost of the agreement; and
3. Authorize the Purchasing Agent, or designee, to issue Purchase Orders for goods and/or services that do not exceed the total contract amount.

**ACTION:**Policy

  
Jennifer Cruikshank, Chief Executive Officer – Health System 3/25/2025

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**MINUTES OF THE GOVERNING BOARD**

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

Ayes: Medina, Spiegel, and Perez  
Nays: None  
Absent: Washington and Gutierrez  
Date: April 1, 2025  
xc: RUHS-MC

Kimberly A. Rector  
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**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$750,000	\$4,144,224	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% - Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 – 29/30	

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

**BACKGROUND:**

**Summary**

Riverside University Health System – Medical Center (RUHS – MC) and University of California, San Francisco (UCSF) are agreeing to enter into a Professional Services Agreement to provide Physician Services. During the term of this Agreement, UCSF Physicians shall provide professional physician services to RUHS patients as scheduled by RUHS in mutual agreement with UCSF. The Services to be provided under this Agreement shall include general hospital medicine service on patients at RUHS – MC in Family Medicine, Internal Medicine, and Pediatric Medicine.

The UCSF HEAL (Health, Equity, Action, Leadership) Global Health Fellowship, established in 2011, has been operating for over ten (10) years and has served over two hundred (200) fellows across nine (9) countries and Navajo Nation to bring healthcare to resource denied communities. The California HEAL program (Cal-HEAL) is an expansion of the existing HEAL initiative with the goal to place fellows within underserved regions in California. Cal-HEAL builds upon the success of the current HEAL fellowship with a focus on nurturing diverse health professionals to serve and lead in California's underserved communities.

The fellowship program includes leadership development, mentorship, and community engagement. The fellowship combines clinical work with dedicated time for social determinants of health project activities. The Fellows work 70% clinically in the site which they are placed and spend 30% of their year in intensive training and curriculum on health equity, structural determinants of health, and leadership. In addition, Fellows must complete health equity work for the system that they are placed in during the 30% non-clinical time. RUHS has determined that the first Fellows will work on RUHS's Integrated Service Delivery to further the County's mission of connecting services to communities in need. They will have both a local mentor from RUHS staff (who completes training with UCSF) as well as a UC faculty member.

The Fellows are employed during fellowship with UCSF but placed in an RUHS community clinic. RUHS has chosen Community Health Clinic sites that have strong Predetermined, Per-visit Payment (PPS) rates so that the fellows are able to generate enough financial support with 70% clinical work to cover the contracted dollar amount to UCSF. In addition, we have chosen

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fellows with strong ties to this region with the hope of recruiting them post-fellowship to join RUHS full-time.

**Impact on Residents 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.

**Additional Fiscal Information**

There are sufficient appropriations in the Department's FY25/26 budget. No additional County funds are required.



**Contract History and Price Reasonableness**

The total cost for this agreement is comprised of the compensation associated with three Fellow Physicians per year associated with Family Medicine, Internal Medicine, and Pediatric Medicine. The compensation for each Fellow will increase by five percent per year, for the next four years. The projected annual revenue generated by RUHS-MC from the additional visits by these Fellows is expected to surpass the annual compensation costs associated with this agreement.

The agreement requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor for physician services per the Patient Care Resolution 2024-127.

**ATTACHMENTS:**

**Attachment A:**                      **Professional Service Agreement with the Regents of the  
University of California on behalf of the University of  
California, San Francisco (Professional Medical Services)**

	
Stacy Orton, Assistant Director of Purchasing	Jacqueline Ruiz, Principal Analyst
3/19/2025	3/25/2025


Gregg Gu, Chief of Deputy County Counsel
3/20/2025



## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of Medicine, Department of Medicine, Division of Medicine (hereinafter referred to as "UCSF"), and the County of Riverside, a political subdivision of the State of California on behalf of the Riverside University Health System, (hereinafter referred to as "RUHS"), sets forth the terms and conditions under which UCSF will provide professional medical services to RUHS.

### **RECITALS**

A. RUHS is the owner and operator of the County of Riverside's public healthcare entities, which include the medical center, an acute care hospital and various community health centers, which offer a variety of medical services (collectively "Center");

B. UCSF operates a School of Medicine which includes a Department of Medicine, Division of Hospital Medicine, and employs or contracts with physicians ("UCSF Physicians") who are licensed to practice medicine in the State of California and are qualified to provide the services identified in this Agreement for the RUHS's patients;

C. The UCSF Physicians providing services under this Agreement are also Fellows in the UCSF California HEAL program, which is designed to support the transformation, leadership, development, and retention of quality healthcare professionals in California's source-denied communities;

D. RUHS desires to provide for services to be performed for its patients and does not have the capability to do so; and

E. UCSF desires to provide those services through its UCSF Physicians as set forth in this Agreement. In doing so, UCSF shall support the mission of the University of California.

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

#### **1. RESPONSIBILITIES OF UCSF**

1.1 **Professional Services and Coverage.** During the term of this Agreement, UCSF Physicians shall provide professional services to RUHS patients as scheduled by RUHS in mutual agreement with UCSF. UCSF shall have authority and responsibility for providing the UCSF Physicians to RUHS (including recruiting, hiring, promoting, compensating, and disciplining) and for establishing the terms of the UCSF Physicians' employment with UCSF. The UCSF Physicians shall be employees of UCSF and shall be carried on UCSF's payroll. The UCSF Physicians providing services under this Agreement are identified in **Exhibit 1.1**, attached hereto and incorporated herein by reference.

1.2 Scope of Services. The services to be provided under this Agreement shall include general hospital medicine services on patients at RUHS, and other services (collectively, the "Services"), all as described in greater detail in **Exhibit 1.2** attached hereto and incorporated herein by reference.

1.3 Physician Qualifications. UCSF Physicians providing Services under this Agreement shall be licensed in California as a physician and/or surgeon and board certified or board eligible in Family Medicine, Internal Medicine, or Pediatric Medicine with medical staff privileges at Center.

1.4 Hours of Availability. UCSF Physicians will provide Services not to exceed thirty-two (32) hours per week and described in further detail in **Exhibit 1.2** unless other arrangements have been made as agreed to in writing by the parties.

1.5 Standards. To the extent permitted by law, each UCSF Physician providing Services hereunder shall perform his or her professional medical duties in accordance with: (a) Center's Medical Staff Bylaws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in California; and (c) the standards and recommendations of The Joint Commission (TJC).

## **2. RESPONSIBILITIES OF RUHS**

RUHS shall provide the following space, equipment, services, supplies and personnel in this Article 2 in accordance with sound medical and legal practices and any applicable federal and state laws and regulations, including the requirements of TJC and the Medicare Conditions of Participation.

2.1 Space. RUHS shall provide UCSF Physicians with suitable space to perform the Services at the times set forth in Section 1.4 above. UCSF Physicians may provide Services at various locations owned and operated by RUHS. UCSF Physicians will perform the Services for RUHS solely at RUHS locations mutually agreed upon by the parties and as set forth in this Agreement. RUHS shall remain responsible for the overall operation of the Center and shall maintain such space and facilities in good and sanitary order, condition, and repair.

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

2.3 Services and Supplies. RUHS shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including medical records, administrative and engineering services, and expendable supplies as RUHS and UCSF agree are necessary for the proper operation and conduct of the Center.

2.4 Personnel. RUHS shall employ or otherwise retain all non-physician personnel, including nurses, technicians, therapists, and clerical personnel necessary for the proper operation and conduct of the Center. RUHS shall ensure that such personnel are appropriately trained and certified or licensed as necessary and are covered by RUHS's insurance or have obtained



equivalent coverage. RUHS shall be solely responsible for satisfying any and all obligations for any personnel it retains, employs or contracts with to assist it to perform this Agreement. Such obligations shall include, but are not limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

### 3. COMPENSATION AND BILLING

3.1 Compensation to UCSF. RUHS shall pay UCSF per contract year, per UCSF Physician, a HEAL Fellow, not to exceed three (3) UCSF Physicians, for Services rendered by HEAL Fellow Physicians under this Agreement, not to exceed the contract maximum amount of four million one hundred forty-four thousand two hundred twenty-three dollars and forty-three cents (\$4,144,223.43) according to the following schedule:

Compensation to UCSF	Fellow #1	Fellow #2	Fellow #3	Total
Year 1: \$250,000	\$250,000	\$250,000	\$250,000	<b>\$750,000</b>
Year 2: \$262,500	\$262,500	\$262,500	\$262,500	<b>\$787,500</b>
Year 3: \$275,625	\$275,625	\$275,625	\$275,625	<b>\$826,875</b>
Year 4: \$289,406.25	\$289,406.25	\$289,406.25	\$289,406.25	<b>\$868,218.75</b>
Year 5: \$303,876.56	\$303,876.56	\$303,876.56	\$303,876.56	<b>911,629.68</b>
Total	<b>\$1,381,407.81</b>	<b>\$1,381,407.81</b>	<b>\$1,381,407.81</b>	<b>\$4,144,223.43</b>

*Any increase in number of Physicians and or compensation must be approved by written amendment executed by both parties.*

Such compensation to UCSF shall be paid semi-annually on July 30 and January 30 of each contract year. The UCSF Physicians will be available to begin work on or about July 15 through June 20 to allow for health equity training at the start and end of their HEAL Fellow program. For purposes of this Agreement, the term "contract year" shall mean each consecutive twelve (12) month period.

The rates published in this Agreement are based on the assumption that a five percent (5%) escalation per year is equal to fair market value. However, the parties agree that the rates for Services shall increase by the larger of five percent (5%) or the percentage increase in the Consumer Price Index for all Urban Consumers (Professional Services) published by the United States Bureau of Labor Statistics for the preceding calendar year. Notwithstanding the foregoing, rates paid to UCSF shall at all times be and remain commensurate with and will not exceed the reasonable fair market value of the Services to be provided by UCSF hereunder. Any adjustments

to compensation as mutually agreed upon by the Parties shall be commensurate with fair market value and shall take effect on a prospective basis only.

RUHS shall pay for Services rendered within sixty (60) days after UCSF submits an invoice. Payment shall be made via ACH or by check made payable to The Regents of the University of California.

**Direct deposit preferred.**

Please send funds to:

Bank of America

100 West 33rd St. NY, NY 10001

ABA # 026009593 Acct # 12335-23601

Swift # BOFAUS3N

Please Reference: Department of Medicine/ HEAL Initiative

If payment cannot be made electronically, use this information to prepare and send checks:

Payee: The Regents of the University of California, San Francisco

DUNS Number094878337

Federal Tax ID Number94-6036493

Additional Information to include on check Invoice number

**Mailing Address (US Postal Service)**

Department Accounts Receivable

P.O. Box 744683

Los Angeles, CA 90074-4683

**Physical Address (UPS or Federal Express)**

Bank of America Lockbox Services

Lockbox 744683

2706 Media Center Drive

Los Angeles, CA 90065-1733

If the UCSF Physician leaves the HEAL Fellow program during the contract year, the compensation shall be prorated to the months Services were provided. If the UCSF Physician goes on family leave during the contract year, UCSF and RUHS shall equally share the cost of such family leave.

3.2 Compliance with Laws. RUHS represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. RUHS shall use its best efforts to ensure that all claims relating to the Services satisfy all applicable payor rules, regulations, and instructions. Without limiting the scope of the indemnification provided in Section 7.1 below, RUHS shall indemnify, defend and hold harmless UCSF and UCSF Physicians from any liability, loss, damage, claim, fine, or expense, including costs and reasonable attorneys' fees, arising from any actual or alleged billing errors, false claims, or insurance fraud relating to claims for any Service.



#### 4. TERM AND TERMINATION

4.1 Original Term and Annual Renewals. The initial term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2025 (the "Commencement Date"), and continuing through June 30, 2026 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew each year, for four (4) additional years through June 30, 2030, unless terminated as set forth hereunder. If the Agreement is terminated with or without cause before the end of the Initial Term, the parties agree that they shall not enter into another agreement for the same or substantially the same Services until after the expiration of the Initial Term.

4.2 Termination Without Cause. After one year, either party may terminate this Agreement without cause upon at least thirty (30) days' prior written notice to the other party.

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

4.4 Immediate Termination. Notwithstanding any other provision herein, this Agreement may be terminated immediately by either party if: (a) UCSF Physicians or RUHS and its Center (including its individual physicians) have their respective license to practice medicine in the State of California suspended or revoked; (b) if the insurance coverage for UCSF Physicians or RUHS, as required hereunder, is canceled or modified; or (c) if RUHS and its Center fail to maintain its TJC accreditation or meet the requirements of the Medicare Conditions of Participation.

4.5 Compliance. The Compliance Officer of either party, on advice of legal counsel, may terminate the Agreement at any time upon notice to the other party based upon a determination, in the Compliance Officer's reasonable discretion, that this Agreement presents a compliance risk for that party.

#### 5. MEDICAL RECORDS

5.1 Confidentiality. The parties agree to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including but not limited to the California Confidentiality of Medical Records Information Act, codified at Section 56.1 of the California Civil Code and California Evidence Code Sections 1156 and 1157.

5.2 Ownership. All medical records and charts created at RUHS facilities by UCSF Physicians pursuant to this Agreement shall be and remain the property of RUHS; provided, however, UCSF and/or UCSF Physicians shall be entitled to inspect and/or obtain copies of all such records upon request.

5.3 Notification of Disclosures. Each party agrees to notify the other party's privacy office of the unauthorized access, use, or disclosure of any personally identifiable information, or protected health information known or suspected by such party within two (2) days of learning of



the same in order to ensure that the reporting of such unauthorized access, use or disclosure of this information is reported within five (5) days of detection to the California Department of Public Health (CDPH) and as appropriate, to the Office of Civil Rights and Centers for Medicare and Medicaid Services . Each party's privacy office will oversee the required notification to CDPH.

5.4 Costs Associated with Disclosure. Each party agrees that if they fail to adhere to any of the privacy, confidentiality, and/or data security provisions set forth herein and, as a result, personally identifiable information or protected health information is unlawfully accessed, used or disclosed, that they agree to pay, upon written demand of the other party, all costs associated with any notification to affected individuals required by law or deemed appropriate, and that they also agree to pay for any and all fines and/or administrative penalties imposed for such unauthorized, access, use or disclosure of personally identifiable information or protected health information or for delayed reporting.

## **6. STATUS OF THE PARTIES**

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

## **7. INDEMNIFICATION AND INSURANCE**

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

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

7.3 Insurance for RUHS. RUHS shall secure and maintain the insurance coverage described in **Exhibit 7.3**, a copy of which is attached hereto and incorporated herein by this reference.



7.4 Insurance for UCSF Physicians. UCSF shall secure and maintain coverage on behalf of UCSF Physicians in accordance with UCSF policies and procedures described in **Exhibit 7.4**, attached hereto and incorporated herein by this reference.

## **8. USE OF NAME AND MARKETING**

8.1 Use of Name of UCSF. The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, 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.

8.2 Marketing of UCSF Physicians. RUHS shall not advertise or use any of the UCSF Physician's names in any marketing materials without UCSF's prior written consent.

8.3 Use of Name of RUHS. The parties agree that neither UCSF nor its Physicians shall, without prior RUHS written consent, publish or disseminate any advertising, promotional material, report, article or research in which the name or involvement of RUHS or the County of Riverside is mentioned or could be inferred.

## **9. COOPERATION IN DISPOSITION OF CLAIMS.**

RUHS and UCSF agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any Services provided under this Agreement. To the extent allowed by law, RUHS and UCSF shall have reasonable and timely access to the medical records, charts, and/or de-identified 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 RUHS or UCSF 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. UCSF shall be responsible for discipline of UCSF Physicians in accordance with UCSF's applicable policies and procedures.

To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. RUHS shall notify UCSF of any disciplinary concern involving UCSF Physicians that it becomes aware of, including but not limited to allegations of sexual harassment or sexual violence. The failure to provide notice shall not be deemed a breach of the Agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

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, timely notice, joint investigation, defense, disposition of claims of third parties arising from Services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with UCSF policies and only so long as any personnel assistance by UCSF does not materially interfere with any UCSF employee's performance of his or her UCSF employment responsibilities.



**10. PATIENT RECORDS.**

Any and all of RUHS's medical records and charts created at RUHS's facilities as a result of performance under this Agreement shall be and shall remain the property of RUHS. Both during and after the term of this Agreement, UCSF shall be permitted to inspect and/or duplicate, at UCSF'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; (3) for educational or research purposes; and/or (4) necessary for UCSF to ensure compliance with all regulatory requirements. 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.

**11. COMPLIANCE WITH LAWS**

The parties shall comply with all applicable state and federal laws and regulations and with the requirements of TJC.

**12. FORCE MAJEURE**

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, a pandemic or other national, state or locally declared public health crises, strikes or other work interruptions by the parties' employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

**13. GENERAL**

13.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California without regard to its conflict of law provision.

13.2 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

13.3 Assignment. Neither party may assign, delegate or transfer in any manner the obligations and rights set forth in this Agreement.

13.4 Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

13.5 Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements,

negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

13.6 Notice. All notices, demands and other communications to be given or delivered under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered, if personally delivered by hand; (ii) when received, if sent by UPS, FedEx or other similar overnight service; (iii) 3 business days after being mailed, if sent by first class mail, return receipt requested, or (iv) when receipt is acknowledged by an affirmative act of the Party receiving notice, if sent electronically (provided that such an acknowledgment does not include an acknowledgment generated automatically by an electronic transmission device). Notice given by e-mail shall be to the address provided in this Agreement and shall include the following text in the Subject field: FORMAL LEGAL NOTICE.

If to UCSF: Program Director, Attn: Sriram Shamasunder  
Division of Hospital Medicine HEAL Initiative  
WeWork  
1111 Broadway, Oakland CA 94607

With a copy to: Business Contracts Director  
Office of Sponsored Research  
University of California, San Francisco  
490 Illinois Street, Fourth Floor  
Campus Box 0962  
San Francisco, CA 94143  
use 94158 for Federal Express.  
[orbusinesscontracts@ucsf.edu](mailto:orbusinesscontracts@ucsf.edu)

If to RUHS: Riverside University Health System – Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555

13.7 Change in Law. In the event that a change in state or federal law, statute, regulation, or enforcement or same materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within sixty (60) days of such negotiation period, this Agreement shall terminate at the end of such sixty- (60) day period.

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

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



13.10 Counterparts; Electronic Copies. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic signature, .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties to this document agree that a digital signature or copy of the original signature may be used for any and all purposes for which the original signature may have been used. The parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature. Regarding digital signatures, each party to this Agreement agrees 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.

13.11 Singular and Plural. Words used herein in the singular, where the context so permits shall be deemed to include the plural and vice versa.

13.12 Ability to Enter Agreement. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

*[Signature Page Follows]*

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

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, on behalf of UCSF, Department of Medicine, Division of Hospital Medicine ("UCSF")

By: DocuSigned by: Neal Cohen  
016A8FBA9C704C8...

Name: Neal Cohen, MD

Title: Vice Dean, SOM

Date: 1/13/2025

**COUNTY OF RIVERSIDE**, on behalf of the **RIVERSIDE UNIVERSITY HEALTH SYSTEM ("RUHS")**

By: V. M. Perez

Name: V. MANUEL PEREZ

Title: CHAIR, BOARD OF SUPERVISORS

Date: APR 01 2025

**Read and Acknowledged:**

By: DocuSigned by: Margaret Fang  
07A2AF439045403...

Name: Margaret Fang, MD, MPH

Title: Chief, UCSF Division of Hospital Medicine

Date: 1/13/2025

**ATTEST:**

**Kimberly A. Rector**  
**Clerk of the Board**

By: Whitney Wagoner

**DEPUTY**

**APPROVED AS TO FORM:**

**Minh C. Tran**  
**County Counsel**

By: Raymond M. Mistica

Name: Raymond M. Mistica

Title: Deputy County Counsel IV-S-CE

Date: 1/27/25



**EXHIBIT 1.1**  
**UCSF PHYSICIANS PROVIDING**  
**SERVICES**

UCSF Physicians in the California UCSF HEAL Program

## **EXHIBIT 1.2**

### **DESCRIPTION OF SERVICES**

The UCSF Physicians shall provide direct patient care hospital medicine services for RUHS patients in outpatient and inpatient settings, which may also include consultation services during evenings and weekends.

The UCSF Physicians will work closely with allied health professionals (i.e., Community Health Nurses, Social Workers, Health Educators, etc.) to utilize and coordinate the services of other healthcare professionals in the management of the patient's medical, psychological, and social problems.



**EXHIBIT 7.3**  
**RUHS INSURANCE**

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

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then RUHS shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.
2. Comprehensive or Commercial Form General Liability Insurance consistent with industry standards (contractual liability included) with a limit of (1) one million dollars (\$1,000,000) per occurrence (2) one million dollars (\$1,000,000) Personal and Advertising Injury; and (3) five million (\$5,000,000) General Aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Insurance in a form and amount covering RUHS's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

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

RUHS may provide the required insurance coverage under a self-insurance program maintained by the County of Riverside. RUHS, upon execution of this Agreement, shall furnish UCSF with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to UCSF of any modification, change or cancellation of any of the above insurance coverages.

## EXHIBIT 7.4

### UCSF PHYSICIANS' INSURANCE

UCSF warrants that it maintains a program of self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then UCSF shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.
2. Comprehensive or Commercial Form General Liability Insurance consistent with industry standards (contractual liability included) with a limit of two and a half million dollars (\$2,500,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

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

UCSF, upon execution of this Agreement, shall furnish RUHS with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to RUHS of any modification, change or cancellation of any of the above insurance coverages.



## Certificate Of Completion

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Document Pages: 15  
Certificate Pages: 2  
AutoNav: Enabled  
Envelope Stamping: Disabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Janellyn Chiu  
1855 Folsom St  
Suite 601  
San Francisco, CA 94103  
Janellyn.Chiu@ucsf.edu  
IP Address: 169.230.248.116

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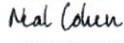
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Margaret Fang  
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University of California, San Francisco  
Security Level: Email, Account Authentication  
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## Status

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## Timestamp

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## Status

## Timestamp

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