

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



**ITEM: 3.56
(ID # 27995)**

MEETING DATE:
Tuesday, June 10, 2025

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH: Approve the agreement with the University of California, Riverside (UCR) to accept funds for Residency Program in the amount of \$37,500 for FY 2025/2026 and \$12,500 for FY 2026/2027 through FY 2029/2030, All Districts. [Total \$87,500, 100% UCR Funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve agreement between Riverside University Health System-Behavioral Health (RUHS-BH) and UCR to accept funds for Residency Program in the amount of \$37,500 for FY 2025/2026 and \$12,500 for FY 2026/2027 through FY 2029/2030; and
2. Authorize the Director of Behavioral Health, or his designee, to sign and accept documents related to the agreement with UCR and administer this program. This authority shall include the signature of necessary acceptance documents, exhibits, certifications, reports, and non-substantive amendments that otherwise do not increase or modify the agreement as approved by County Counsel.


ACTION:Policy


Matthew Chang, Director 5/16/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 10, 2025
xc: RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 37,500	\$ 87,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% UCR Funds			Budget Adjustment: No	
			For Fiscal Year: 25/26-29/30	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

Riverside University Health System-Behavioral Health (RUHS-BH) operates a continuum of care system, composed of County-operated clinics and contract service providers, delivering a variety of treatment services in each geographic region of the County.

RUHS-BH partners with UCR School of Medicine (UCR-SOM) to provide clinical training for medical students, including third-year Psychiatry clerkships and fourth-year electives. As part of this partnership, a Clerkship Site Director will serve as the faculty lead and primary contact for medical students assigned to the RUHS-BH Psychiatry rotation. The number and timing of students may vary annually.

Therefore, RUHS-BH requests Board approval to accept up to \$87,500 in funding from UCR for the period of July 1, 2025 through June 30, 2030, with annual payments beginning July 1, 2025, through June 30, 2026.

Impact on Residents and Businesses

These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

The Agreement is funded through the University of California, Riverside (UCR) and includes termination clauses, in the event applicable Federal, State and/or City funds become unavailable for the provisions of services. No County funds required.

Attachments

Attachment A. Professional Services Agreement between UCR and RUHS-BH

Jacqueline Ruiz
Jacqueline Ruiz, Principal Analyst

6/4/2025

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel

5/16/2025

PROFESSIONAL SERVICE AGREEMENT FOR SITE LEADER

between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE
UNIVERSITY OF CALIFORNIA, RIVERSIDE, SCHOOL OF MEDICINE**

and

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

This Agreement is made and entered into between The Regents of the University of California, on behalf of The University of California, Riverside, School of Medicine (“UC Riverside”) (“UCR”) and the County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System – Behavioral Health. (hereinafter referred to as “RUHS-BH”), located at 23520 Cactus Avenue Moreno Valley, CA 92553, effective upon last date of signature below (“Effective Date”).

WHEREAS, RUHS-BH is engaged in the business of providing medical care to patients and UCR is engaged in providing clinical education to undergraduate medical students (“Students”);

WHEREAS, RUHS-BH provides clinical faculty from which UCR Students are able to gain clinical experience at RUHS-BH pursuant to a Master Affiliation Agreement between RUHS-BH and UCR;

WHEREAS, UCR desires supervision for UCR Students by RUHS-BH’s clinical faculty within a specified clerkship; and

WHEREAS, the parties wish to resolve the compensation for services from July 1, 2023 to June 30, 2025, and to establish the terms and conditions for activities as of July 1, 2025.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PROVIDED

- A. RUHS-BH agrees to provide supervision for UCR students, as set forth in **Exhibit A**, as amended from time to time by the parties, through the use of a qualified physician mutually agreed to by the Parties who shall serve as the Clerkship Site Leader for Psychiatry, also referred to as Behavioral Health.
- B. The Parties shall ensure that Clerkship Site Leader shall provide such Services in compliance with the standards of care, skill, and diligence customarily used by similar physicians in the community and UCR.
- C. The Parties shall ensure that Clerkship Site Leader, identified in **Exhibit A**, is board certified physician.
- D. RUHS-BH will select and appoint the designated Clerkship Site Leader and notify UCR of the Clerkship Site Leader’s name and contact information in a timely manner. Any changes in personnel to the Clerkship Site Leader role are to be communicated to UCR School of Medicine (SOM). Should a replacement Clerkship Site Leader become necessary, RUHS-

UCR SOM APPROVED v.01.28.2025 | Exhibit v.04.26.2024

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK’S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

BH will select a new Clerkship Site Leader in a timely manner and communicate such information to UCR to ensure continuous support to the UCR Students.

- E. RUHS-BH affirms and understands that RUHS-BH must accept and maintain a minimum of three (3) students per UCR assigned rotation per year in order to meet the eligibility qualification requirements for a Clerkship Site Leader and to obtain compensation from UCR for this role.

II. COMPENSATION

- A. RUHS-BH shall be paid reasonable, fair market value compensation for Services provided under this Agreement of twelve thousand five hundred dollars (\$12,500.00) (“Compensation”) per fiscal year (i.e. July 1, 2025 – June 30, 2026). Agreements that are executed after July 1, will be prorated based on the methodology outlined in Section II (B).
- B. UCR shall pay a lump sum payment to RUHS-BH in the amount of \$12,500.00 at the end of each fiscal year (i.e. July 1, 2025 – June 30, 2026) as compensation for the Clerkship Site Leader role. If the services are terminated before the expiration of the Agreement and/or there is a need to prorate the compensation amount to pay for a partial year, then the net amount paid to RUHS-BH will be based on the actual service months completed multiplied by 1/12th of the annualized value of \$12,500.00 or \$1041.67 per month.
- C. RUHS-BH to invoice UCR for the services no later than June 1 to release payment for the fiscal year that is coming to an end. If necessary, RUHS-BH will need to estimate services for the month of June. UCR will true up any remaining compensation on July 1st. Invoices shall be mailed to the same address as any other notice related to this Agreement as listed under Section VI. If there is a temporary gap in Services due to the lack of a Clerkship Site Leader, the net amount owed to RUHS-BH will be based on the same “actual months” methodology.
- D. For billing purposes, the below information of RUHS-BH’s Invoice Department needs to be completed:

Attn: RUHS-BH-FISCAL
Address: P.O. Box 7549, Riverside, CA 92505
Phone: (951) 358-4550
Email: CostReport@ruhealth.org

Each invoice that RUHS-BH submits to UCR shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number; Department ID: 4100226963.83550; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- E. Holdover. UCR and RUHS-BH previously entered into a similar Professional Service Agreement for Clerkship Site Leader on September 26, 2022, which expired on June 30, 2024.
- UCR SOM APPROVED v.01.28.2025 | Exhibit v.04.26.2024

2023. The parties acknowledge that from July 1, 2023 to June 30, 2025 the parties were acting in holdover (“Holdover Period”), while good faith administrative barriers prevented execution of a final written service agreement to cover the Holdover Period. In consideration for RUHS-BH’s services during the Holdover Period, UCR agrees to pay a one-time lump sum payment to RUHS-BH in the amount of twenty-five thousand dollars (\$25,000.00) upon execution of this Agreement and submission of a compliant invoice to UCR no later than June 1, 2025. Services provided for this Holdover Period are described in Exhibit B.

III. TERM & TERMINATION

- A. Term. The Commencement Date of Service shall be July 1, 2025 and will remain in effect for three (3) years until June 30, 2028, or unless terminated earlier by either party.
- B. Termination. Either party may terminate this Agreement without cause for any reason at any time upon giving at least thirty (30) days prior written notice to the other party. Such notice will state the termination date.
- C. Termination with Cause. Either party may terminate this Agreement at any time for “Cause.” The term “Cause” shall herein include, but is not limited to the following:
 - i. Failure of Clerkship Site Leader being credentialed;
 - ii. Failure to meet and maintain the Site Leader eligibility qualifications requirement;
 - iii. Any misrepresentation, falsification, or omission of any information by the parties;
 - iv. Failure of UCR or RUHS-BH to maintain the insurance coverages required under this Agreement;
 - v. Commission or omission by Clerkship Site Leader of any act or any misconduct or allegation of misconduct for which the Clerkship Site Leader’s license or certification may be subject to revocation or suspension, whether or not actually revoked or suspended, or if Clerkship Site Leader otherwise is disciplined by any licensing, regulatory or professional entity or any professional organization with jurisdiction over Clerkship Site Leader;
 - vi. Conduct by Clerkship Site Leader that is or may be detrimental to or inconsistent with patient safety and quality patient care;
 - vii. Failure to comply with all laws applicable to the performance of Services pursuant to the terms of this Agreement; or
 - viii. Material breach of this Agreement.

IV. INDEMNIFICATION

- A. UCR shall defend, indemnify, and hold RUHS-BH, its directors, officers, employees, agents and Medical Staff harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from 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 UCR, its officers, employees, or agents.

- B. RUHS-BH shall defend, indemnify and hold UCR, its regents, directors, officers, employees, agents and Clerkship Site Leader harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from 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-BH, its officers, employees, agents, or Clerkship Site Leader, or Medical Staff.

V. INSURANCE

- A. UCR, 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 RUHS-BH 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 RUHS-BH 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 of UCR.
- 5. Upon RUHS-BH 's request, UCR shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

- B. RUHS-BH, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure, as follows:

1. Professional 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, following termination of the Agreement, coverage shall survive for five (5) years following termination of this Agreement. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). If a claims-made policy is canceled or non-renewed, then RUHS-BH shall obtain extended reporting (tail) coverage for the remainder of the five (5) year-period.

2. General and Premise 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 following termination of the Agreement, coverage shall survive for a period of not less than five years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the 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 of RUHS-BH.
5. Upon UCR's request, RUHS-BH shall supply a certificate or certificates of insurance or self-insurance to UCR, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall obligate the insurer to notify UCR at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the UCR. Premiums on all insurance policies shall be paid directly by RUHS-BH.

VI. NOTICES

Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first-class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereinafter provided:

- A. Notice to RUHS-BH shall be addressed and mailed as follows:

UCR SOM APPROVED v.01.28.2025 | Exhibit v.04.26.2024

RUHS-BH
Attn: Program Support Supervisor
4095 County Circle Drive
Riverside, CA 92503

B. Notice to UCR shall be addressed and mailed as follows:

University of California, Riverside
UCR Health/UCR School of Medicine
900 University Avenue
Riverside, CA 92521
Attention: Dean, UCR School of Medicine

Please note that once UCR issues the Purchase Order (“PO”) for the Services, the electronic copy of the invoice described in Section II.C will need to be submitted directly to apinvoice@ucr.edu. The invoice submitted must reference the PO number.

With Mandatory Copy to:
University of California, Riverside
UCR School of Medicine
900 University Avenue,
Education Building II
Riverside, CA 92521
Attention: Contracts Department
Email: somcontracts@medsch.ucr.edu

VII. ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to the subject matter and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only by a writing signed by the parties.

VIII. AMENDMENTS

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties hereto.

IX. COOPERATION IN DISPOSITION OF CLAIMS

RUHS-BH and UCR agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any

UCR SOM APPROVED v.01.28.2025 | Exhibit v.04.26.2024

Services provided under this Agreement. 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, joint investigation, defense, and disposition of claims of third parties arising from Services performed under this Agreement and making witnesses available.

To the extent allowed by law, RUHS-BH and UCR shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to Services provided pursuant to this Agreement; provided, however, that nothing shall require either RUHS-BH or UCR to disclose any peer review documents, records or communications which are privileged under of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

X. NONASSIGNMENT

The parties hereto shall not have either the power or the right to assign this Agreement or any part thereof to any person or party for any reason, and any attempt to do so shall be void and of no legal effect.

XI. COMPLIANCE WITH LAWS AND REGULATIONS

Parties agree to abide by all applicable federal and state laws and regulations during the term of this Agreement.

XII. CAPTIONS

The captions or headings to the paragraphs to this Agreement are not a part hereof and shall have no effect on the construction or interpretation of any of the terms and provisions contained herein.

XIII. NONDISCRIMINATION

Both parties agree to abide by all applicable Federal and State laws prohibiting unlawful discrimination against any employee or applicant for employment, student, or prospective student because of race, color, religion, sex, handicap, gender, sexual orientation, or national origin.

The Parties will collaborate in investigating and resolving any complaints, when the complaints involve UCR Students and/or employee/faculty of UCR, of (i) sexual violence/sexual harassment and/or (ii) abusive conduct inconsistent with the University of California Presidential and UCR policies, Abusive Conduct in the Workplace. In the event a complaint is made directly to RUHS-BH, RUHS-BH will immediately notify UCR. The Abusive Conduct in the Workplace Presidential Policy is located at <https://policy.ucop.edu/doc/4000701/AbusiveConduct>, which electronic location may change from time to time.

XIV. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between RUHS-BH and UCR or Clerkship Site Leader other than that of independent entities contracting with each other hereunder, solely for the purpose of effecting the

UCR SOM APPROVED v.01.28.2025 | Exhibit v.04.26.2024

provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer, or representative of the other except as specifically provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XV. USE OF NAME AND MARKETING

Both parties acknowledge that marketing/advertising is an important aspect of the healthcare industry, and that both parties can benefit from combined efforts; however, each party also acknowledges that they have a financial stake in protecting their image as portrayed to the public. RUHS-BH shall receive prior written approval from UCR, before engaging in marketing or advertising using UCR, UCR's visual or verbal brand or its employees or representatives. UCR shall receive prior written approval from RUHS-BH, before engaging in marketing or advertising using RUHS-BH's employees or representatives.

The parties agree that any use of the "UCR" "UCR Health" 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.

XVI. WAIVER

Waiver by any party or any breach of any provision of this Agreement or warranty or representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. Failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and waivers provided for herein are cumulative.

XVII. LAWS OF CALIFORNIA GOVERN

This Agreement shall be construed in accordance with the laws of the State of California with venue for any disputes under this Agreement to be solely within the Superior Court of Riverside County in Riverside, California.

XVIII. AUTHORIZATION WARRANTY

- A. UCR hereby represents and warrants that the person executing this Agreement for UCR is an authorized agent who has actual authority to bind UCR to each and every term, condition and obligation set forth in this Agreement and that all requirements of UCR have been fulfilled to provide such actual authority.
- B. RUHS-BH hereby represents and warrants that the person executing this Agreement for RUHS-BH is an authorized agent who has actual authority to bind RUHS-BH to each and every term, condition and obligation set forth in this Agreement and that all requirements of RUHS-BH have been fulfilled to provide such actual authority.

XXI. CONFIDENTIALITY

The parties acknowledge that as a result of this Agreement, each may have access to certain trade secrets and other confidential and proprietary information of the other. Each party shall hold such trade secrets and other confidential and proprietary information, including the terms and conditions of this Agreement in confidence and shall not disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Agreement. The Parties acknowledge that UCR is subject to the California Public Records Act and that compliance by UCR under that Act shall not be considered a breach of this Agreement.

XXII. PATIENT FILES AND OTHER INFORMATION

RUHS-BH shall ensure that Clerkship Site Leader shall prepare accurate and timely records and other documents as requested relating to the provision of Services by Clerkship Site Leader under this Agreement, including, without limitation, documentation of the provision of Services. RUHS-BH shall ensure that Clerkship Site Leader shall provide documentation of Services in compliance with all applicable federal and state laws and regulations, and medical staff bylaws, policies, procedures, and rules. Case records, files and histories or regular files concerning patients consulted, interviewed and/or treated or cared for by the Clerkship Site Leader and concerning consultations with other physicians shall remain confidential and shall be subject to all applicable rules of professional ethics. Clerkship Site Leader shall have access to such information in accordance with the party's policies and procedures governing access to medical records. To the extent allowed by law, UCR shall have reasonable access to the medical records and charts of RUHS-BH relating to any claim or investigation (which shall also include licensing, accreditation, and regulatory matters) related to Services provided pursuant to this Agreement; provided, however, that nothing shall require either RUHS-BH or UCR 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.

XXIII. THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The parties confirm their intent to comply with the requirements of the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. 160.103, 164.501 *et. Seq.*, as amended from time to time ("Privacy Standards") for protected health information ("PHI"). The parties believe that the use and handling of PHI by RUHS-BH, UCR and Clerkship Site Leader in providing services under this Agreement is related to the provision of patient care services and otherwise authorized under the Privacy Standards without additional agreements, consents or authorizations. However, if it is determined that this Agreement creates a business associate arrangement among the parties, the parties agree to enter into a Business Associate Agreement reasonably acceptable to the parties.

XXIV. IDENTIFICATION OF UCR

RUHS-BH acknowledges that The Regents of the University of California (“REGENTS”) has entered into this Agreement solely on behalf of and with respect to UCR, and any medical center, hospital, clinic, medical group, physician, or health or medical plan or program, business or operating unit, enterprise, or facility, that is or may be owned or controlled by, UCR. REGENTS have not entered into this Agreement on behalf of or with respect to any other division, business or operating unit, enterprise, facility, group, plan or program that is or may be owned, controlled, governed or operated by, or affiliated with, REGENTS, including, without limitation, any other university, campus, health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the “Excluded UC Affiliate”). In light of the foregoing, RUHS-BH further acknowledges and agrees that, notwithstanding any other provision contained in this Agreement:

- A. All obligations of UCR under this Agreement shall be limited to REGENTS as and when acting solely on behalf of or with respect to UCR and shall in no way obligate, be binding on or restrict the business or operating activities (whether conducted inside or outside of the “Region”) of any of the Excluded UC Affiliates or REGENTS as and when acting on behalf of or with respect to any of such Excluded UC RUHS-BHs; and
- B. None of the Excluded UC Affiliates shall constitute or be deemed to constitute an “affiliate” of UCR for any purpose under this Agreement, and none of the Excluded UC RUHS-BHs shall be subject to any limitations set forth herein that may otherwise be applicable to RUHS-BHs.

[Signatures on the Following Page]

IN WITNESS THEREOF, the parties below hereto have executed this Agreement, and this Agreement shall become effective on Effective Date.

THE UNIVERSITY OF CALIFORNIA AT RIVERSIDE, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, RIVERSIDE

Signed by: Deborah Deas 6/17/2025 | 1:45 PM PDT
 By: Deborah Deas, MD, MPH Date
 Its: Vice Chancellor of Health Sciences
 Dean, School of Medicine

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

Matthew Chang 6/13/25
 By: Matthew Chang, MD, MMM Date
 Its: BH Director

County Counsel: Minh C. Tran

Approves as to Form

Gregg Gu 5.15.25
 By: Deputy County Counsel Date

IN WITNESS THEREOF, the parties below hereto have executed this Agreement, and this Agreement shall become effective on Effective Date.

THE UNIVERSITY OF CALIFORNIA AT RIVERSIDE, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, RIVERSIDE

By: _____ Date _____
Deborah Deas, MD, MPH
Its: Vice Chancellor of Health Sciences
Dean, School of Medicine

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

By: _____ Date _____
Matthew Chang, MD, MMM
Its: BH Director

County Counsel: Minh C. Tran
Approves as to Form

Gregg Gu _____ Date 5.15.25
By: Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

UNIVERSITY OF CALIFORNIA, RIVERSIDE SCHOOL OF MEDICINE

UCR SOM FY2026 - 2028

Clerkship Site Leader at Clinical Affiliate Role Responsibilities

Role Purpose:

Serve as the faculty site leader for a specific UCR SOM clerkship at a clinical affiliate as part of the UCR SOM Undergraduate Medical Education (UME) Program, a distributed medical education program of the University of California.

Responsibilities of the Clinical Affiliate Site Leader:

- Serve as the central faculty contact and site supervisor for medical students at the clinical site within a specified clerkship of the UCR SOM.

Curriculum

- Assure clerkship curricular content is delivered to trainees and to site faculty and residents.
- Assure students are appropriately scheduled for clinical exposure (outpatient and inpatient balance appropriate for trainee and the particular clinical rotation).
- Conduct an orientation at the site at the start of each clerkship rotation which includes:
 - Tour of the site and introduction to key staff
 - Review of clinical expectations, responsibilities, and roles of students
 - Clinical operational flow of the site
 - Review of scheduling and hours at the site
 - Safe storage of personal belongings
 - Appropriate access to computers, scrubs, PPE (as appropriate)
 - Any local policies student should be made aware.
 - Review emergency/safety procedures for the site.
- Collaborates with the clerkship director and clerkship coordinator in the scheduling of one faculty observed clinical encounter of each student during the rotation – required by the Liaison Committee on Medical Education (LCME).
- Meets with clerkship students at the site and conducts the LCME-mandated mid-clerkship feedback session.
- Assure that student clinical performance assessment forms from the site are done during the rotation and are submitted within 2 weeks after the trainee completes the rotation at the site.
- Participates in student grading, including clerkship grading committees, upon request by clerkship director(s).
- Arrange for didactic sessions to be presented at the site in coordination with the clerkship director.

Faculty Management and Development

- Assure that the site faculty (and residents) are aware of clerkship learning objectives, their teaching roles and assessment responsibilities with medical students.
- Assure that all faculty supervising trainees are members of the UCR SOM Clinical Faculty.
- Advise the Clerkship Director of faculty performance deserving of recognition or promotion, or performance requiring constructive feedback for improvement.
- Arrange for orientation of site faculty to curriculum or operational changes as needed.
- Encourage participation of site faculty in educational faculty development sessions.
- Review feedback given to faculty on their teaching performance each year.

Administrative Duties

- Review adequacy of personnel at the training site.
- Assure supervision is available and provided to the trainee(s).
- Meet with the clerkship director twice a year to review the clerkship and site's program evaluation report and formulate plans for maintaining strength or addressing performance gaps.
- Assure that trainees have proper credentials for working in the clinic and hospital (meet hospital and state requirements).
- Identify any problems with trainees, training site, faculty or structure of the site, and contact the Clerkship Director, Site Director for the parent institution, or the Associate Dean of Clinical Medical Education, as appropriate, to make them aware promptly of the problem.
- Assure that trainee evaluations by faculty and any other evaluative documents (if applicable) are returned within 2 weeks after the trainee has completed the rotation.
- Communicate regularly with the Undergraduate Medical Education team including the Clerkship Coordinator.
- Correspond using official encrypted UCR email for communicating individual student and school information with the school of medicine (e.g., FERPA requirement).
- Meet yearly with the Associate Dean for Clinical Medical Education for a performance evaluation.

Service Activities

- Must use and monitor UCR email multiple times a week as this is official encrypted communication protecting students' FERPA information.
- Attend and participate in clerkship director meetings and activities as appropriate.
- Participate in evaluation and remediation of students with academic difficulties as appropriate.
- Encouraged to serve on UCR SOM educational activities, projects, task forces, committees, etc.
- Mentor other faculty.

Role Requirements:

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- Experienced clinician
- Medical educator
- Commitment to educational process
- Managerial skill
 - Demonstrated ability to solve scheduling, teaching, and personnel problems.
 - Demonstrated completion of records necessary for patient care and for trainee evaluations.
 - Awareness of the tasks necessary to accomplish the educational mission of the UCR SOM
- Commitment to improving the educational programs of UCR SOM
- Appointment to the Clinical Faculty of UCR SOM

Appointment:

This position is a joint appointment of the Clinical Affiliate site and the UCR SOM. The site faculty, site administration or the UCR SOM can recommend a change in the Site Leader. The change requires approval by the site and the school. To the extent possible, the change of the Site Leader should provide advance notice of change of at least three months.

EXHIBIT B
SCOPE OF SERVICES
UNIVERSITY OF CALIFORNIA, RIVERSIDE SCHOOL OF MEDICINE
HOLDOVER PERIOD: FY 2023/2024 and FY2024/2025

Clinical Affiliate Site Leader (Clerkship Site Leader) at Clinical Affiliate Site, Riverside
University Health System-Behavioral Health, (RUHS-BH) Role Responsibilities

The above listed Clerkship Site Leader may be amended from time-to-time with written notice by University of California, Riverside, School of Medicine (UCR SOM) without need of a formal amendment.

- I. Role Purpose of Clinical Affiliate Site Leader (Clerkship Site Leader):
 - a. The Clerkship Site Leader will serve as the faculty site leader for a specific UCR SOM clerkship at a specific Clinical Affiliate Site (RUHS-BH) as part of the UCR SOM Undergraduate Medical Education (UME) Program, a distributed medical education program of the University of California.

- II. Responsibilities of the Clinical Affiliate Site Leader (Clerkship Site Leader):
 - a. The Clerkship Site Leader will serve as the central faculty contact and site supervisor for medical students at a designated clinical site within RUHS-BH for a specified clerkship of the UCR SOM.

 - b. Curriculum:
 - i. Assure clerkship curricular content is delivered to trainees and to site faculty and residents.
 - ii. Assure students are appropriately scheduled for clinical exposure (outpatient and inpatient balance appropriate for trainee and the particular clinical rotation).
 - iii. Conduct an orientation at the site at the start of each clerkship rotation which includes:
 - iv. Tour of the site and introduction to key staff
 - v. Review of clinical expectations, responsibilities, and roles of students
 - vi. Clinical operational flow of the site
 - vii. Review of scheduling and hours at the site
 - viii. Safe storage of personal belongings
 - ix. Appropriate access to computers, scrubs, PPE (as appropriate)
 - x. Any local policies student should be made aware
 - xi. Collaborates with the clerkship director and clerkship coordinator in the scheduling of one faculty observed clinical encounter of each student during the rotation – required by the Liaison Committee on Medical Education (LCME).
 - xii. Meets with clerkship students at the site and conducts the LCME-mandated mid-clerkship feedback session.

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- xiii. Assure that student clinical performance assessment forms from the site are done during the rotation and are submitted within 2 weeks after the trainee completes the rotation at the site.
 - xiv. Participates in student grading, including clerkship grading committees, upon request by clerkship director(s).
 - xv. Arrange for didactic sessions to be presented at the site in coordination with the clerkship director.
- c. Faculty Management and Development:
- i. Assure that the site faculty (and residents) are aware of clerkship learning objectives, their teaching roles and assessment responsibilities with medical students.
 - ii. Assure that all faculty supervising trainees are members of the UCR SOM Clinical Faculty.
 - iii. Advise the Clerkship Director of faculty performance deserving of recognition or promotion, or performance requiring constructive feedback for improvement.
 - iv. Arrange for orientation of site faculty to curriculum or operational changes as needed.
 - v. Encourage participation of site faculty in educational faculty development sessions.
 - vi. Review feedback given to faculty on their teaching performance each year.
- d. Administrative Duties:
- i. Review adequacy of personnel at the training site.
 - ii. Assure supervision is available and provided to the trainee(s).
 - iii. Meet with the clerkship director twice a year to review the clerkship and site's program evaluation report and formulate plans for maintaining strength or addressing performance gaps.
 - iv. Assure that trainees have proper credentials for working in the clinic and hospital (meet hospital and state requirements).
 - v. Identify any problems with trainees, training site, faculty or structure of the site, and contact the Clerkship Director, Site Director for the parent institution, or the Associate Dean of Clinical Medical Education, as appropriate, to make them aware promptly of the problem.
 - vi. Assure that trainee evaluations by faculty and any other evaluative documents (if applicable) are returned within 2 weeks after the trainee has completed the rotation.
 - vii. Communicate regularly with the Undergraduate Medical Education team including the Clerkship Coordinator.
 - viii. Correspond using official encrypted UCR email for communicating individual student and school information with the school of medicine (e.g., FERPA requirement).
- e. Service Activities:

- i. Must use UCR email multiple times a week as this is official encrypted communication protecting students' FERPA information.
 - ii. Attend and participate in clerkship director meetings and activities as appropriate.
 - iii. Participate in evaluation and remediation of students with academic difficulties as appropriate.
 - iv. Encouraged to serve on UCR SOM educational activities, projects, task forces, committees, etc.
 - v. Mentor other faculty.
- f. Role Requirements:
- i. Must be an experienced clinician
 - ii. Must be a medical educator
 - iii. Commitment to educational process
 - iv. Demonstrated managerial skills
 - v. Demonstrated ability to solve scheduling, teaching, and personnel problems.
 - vi. Demonstrated completion of records necessary for patient care and for trainee evaluations.
 - vii. Awareness of the tasks necessary to accomplish the educational mission of the UCR SOM
 - viii. Commitment to improving the educational programs of UCR SOM
 - ix. Appointment to the Clinical Faculty of UCR SOM (See Section VIII)
- g. Appointment:
- i. This position is a joint appointment of the Clinical Affiliate Site (RUHS-BH) and the UCR SOM.
 - ii. The Site faculty, RUHS-BH Administration or the UCR SOM can recommend a change in the Site Leader.
 - iii. The change requires approval by RUHS-BH and the School.
 - iv. To the extent possible, change of the Site Leader should provide advance notice of change of at least three months.