

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

IMPLEMENTATION LETTER

The purpose of this letter is to provide a record of the clinical training affiliation agreement between Oregon Health & Science University (“**SCHOOL**”) and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center and other County of Monterey clinical facilities (“**HOST AGENCY**”) with respect to a clinical training experience for the SCHOOL’S registered students, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) (the “**Agreement**”) which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing “none”):

See Exhibit A, attached hereto, for modifications. For the avoidance of doubt, to the extent Exhibit A and the Agreement conflict, the terms of Exhibit A shall control.

This Implementation Letter is effective when signed by all parties. The individuals executing this Implementation Letter are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

“**HOST AGENCY**”

“**SCHOOL**”

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

Oregon Health & Science University

DocuSigned by:
Charles R. Harris
4E1F837D204E481...
By: _____
Name: Charles Harris
Title: CEO
Date: 9/18/2024 | 5:33 PM PDT

DocuSigned by:
Greg Sabatka
FEABA60G940541E...
By: _____
Name: Greg Sabatka
Title: Contract Coordinator
Date: 9/18/2024 | 3:13 PM PDT

EXHIBIT A
Modifications to Agreement

1. The following sentence shall be added to **Section A, Responsibilities of the SCHOOL, Paragraph 1:**

In addition, the SCHOOL shall only assign to the HOST AGENCY those students: (1) that are in good standing with the SCHOOL; (2) for which no disciplinary actions have been taking or are pending; and (3) that have not in the past, and currently are not, involved in any complaints, claims or actions related to patient care.

2. The following sentence shall be added to **Section A, Responsibilities of the SCHOOL, Paragraph 2:**

To the extent such faculty member provides any direct patient care services to a patient at HOST AGENCY, the faculty member shall obtain medical staff membership and clinical privileges at HOST AGENCY's facility, and be licensed to practice medicine in California.

3. **Section A, Responsibilities of the SCHOOL, Paragraph 8,** shall be deleted and replaced with the following:

[8. SCHOOL shall procure and maintain in force during the term of this AGREEMENT, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and HOST AGENCY against liability arising from or incident to the use and operation of the HOST AGENCY by SCHOOL's students insured. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate each for professional liability insurance and comprehensive general liability insurance. In the event any insurance is claims-made insurance, SCHOOL shall maintain such insurance in force for at least five (5) years following termination of this AGREEMENT. SCHOOL shall also maintain and provide evidence of workers' compensation and disability coverage as required by law. SCHOOL shall provide HOST AGENCY with a certificate of insurance evidencing the insurance coverage required under this Paragraph and providing for not less than thirty (30) days' notice to the HOST AGENCY of the cancellation or modification of such insurance. SCHOOL shall promptly notify HOST AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder. SCHOOL

shall provide HOST AGENCY with a certificate of insurance or other written confirmation that each student participating in the program carries health insurance. In addition to general liability insurance, SCHOOL maintains accident insurance for its students, who are not considered employees of the HOST AGENCY and therefore not covered under workers' compensation insurance under California law. Students are required to maintain personal health insurance at all times while on rotations; the HOST AGENCY has no liability to provide health care for students. HOST AGENCY may choose to provide services but will bear no financial responsibility for student health care.]

4. **Section F, Health Insurance Portability and Accountability Act**, shall be amended to add:

Students shall be required to comply with HIPAA, the California Confidentiality of Medical Information Act, Cal. Civ. Code Section 56 et seq., and other applicable federal and state patient privacy and security laws, while participating in clinical training at HOST AGENCY pursuant to this Agreement.

5. **Section K – Notices** shall be amended to state that all notices shall be addressed as follows:

If to SCHOOL:

Oregon Health & Science University
3181 S.W. Sam Jackson Park Road
Portland, OR 97239-3098

If to HOST AGENCY:

Natividad Medical Center Family
Medicine Residency Program 1441
Constitution Blvd.
Salinas, CA 93906
Attn: Program Director

6. **Section O, Entire Agreement** shall be amended to state:

This AGREEMENT contains the entire agreement of the parties as it relates to this subject matter, and supersedes any prior agreements written or oral. It may be modified only by written agreement of the parties.

7. The Agreement shall be amended to add the following sections:

P. Use of Name

Neither HOST AGENCY nor SCHOOL shall use the name or mark of the other party without the prior written consent of the other party.

R. Indemnification by SCHOOL

[SCHOOL agrees to indemnify, defend and hold harmless HOST AGENCY and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents or its students.

HOST AGENCY agrees to indemnify, defend and hold harmless SCHOOL, its officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the HOST AGENCY, its agents or its employees.]