

Friday, December 13, 2013

ROUTING PROCESS REQUESTED FOR:

UCSF Residency Program Affiliation Agreement

1. County Counsel (Anne Brauer) to approve. Then please send to Gary Giboney, Auditor/Controller's Office
2. Auditor/Controller's office (Gary Giboney) to approve.
3. Then please return to Sid at NMC via interoffice mail.

Note: your cooperation in routing is greatly appreciated.

Sid Cato
Management Analyst
Natividad Medical Center
783-2620
catosl@natividad.com

REQUIRED

- 2 Originals of Agreement/Amendment
- General Liability Insurance (\$1 million minimum)
- GL Endorsement
- Auto Liability Insurance (\$1 million minimum)
- Auto Endorsement
- Worker Compensation Insurance (\$1 million minimum)

REQUIRED IF APPLICABLE

- Written Justification for Insurance Modification of Requirements
- Contractor Status Form: 25 questions
- Professional Liability Insurance
- Business Associate Agreement

- 590 Withholding Exemption Certificate Form (New Vendor)
- Vendor Data Record (New Vendor)

Notes

New Residency Program Agreement.
Originals at UCSF for sign off.

Sending the attached per Stacy's
request for sign off.

Draft Board Report also attached.

SELF INSURED!

MONTEREY COUNTY BOARD OF SUPERVISORS

UCSF Family Medicine Residency Program Affiliation Agreement

TITLE:

- a. Ratify and Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) to execute the Affiliation Agreement for the Family Medicine Residency Program at NMC with The Regents of the University of California on behalf of the University of California, San Francisco (UCSF) School of Medicine for the period November 1, 2012 through October 31, 2017.
- b. Accept non-standard indemnity provision, as recommended by the CEO for NMC.

Approve

RECOMMENDATION:

It is recommended the Board of Supervisors

- a. Ratify and authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) to execute the Affiliation Agreement for the Family Medicine Residency Program at NMC with The Regents of the University of California on behalf of the University of California, San Francisco (UCSF) School of Medicine for the period November 1, 2012 through October 31, 2017.
- b. Accept non-standard indemnity provision, as recommended by the CEO for NMC.

SUMMARY/DISCUSSION:

The Natividad Family Medicine Residency Program has been in existence since the early 1970's. The program graduated its first residents in 1975. UCSF has been the sponsoring institution since the beginning. Our affiliation with UCSF provides us with a stable source of interested medical students, a link to the library and other tremendous resources of that august institution, and a major source of faculty development.

NMC operates the Family Medicine Residency Program for the express purpose of assisting in the care of our underserved and medically indigent population, and training the new generation of doctors, who will continue our tradition.

The Monterey County public health department (MCPHD) took over operation of the Natividad Family Medicine Clinic in July of 2004. It was renamed the Laurel Family Practice Clinic (LFPC), and it is operated as a Federally Qualified Health Center (FQHC) look-alike. Qualifying as a FQHC entitles the County to a larger reimbursement rate. This is the primary site of training for our residents.

Our goals remain unchanged, we want to train our residents in a supportive and productive environment, and to promote and expand access to primary care in our institution, our region of the central coast, and California as a whole. Approximately 30% of all residents graduate and stay to practice in a three County catchment area (Santa Cruz, Monterey, and San Benito). You can find our graduates in all four of the hospitals in Monterey County, as well as in private practice and participating in safety net clinics. Fully 90% of our graduates stay in California as a whole.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Affiliation Agreement as to legal form and risk provisions. County Counsel has reviewed the insurance and indemnity provisions of the Affiliation Agreement with the County Risk Manager. The Affiliation Agreement has a start date that immediately follows the expiration date of the prior five-year agreement. The County dba NMC and UCSF have negotiated the terms and conditions of the Affiliation Agreement for over a year, without disruption to the operation of the Family Medical

Residency Program. Approval by the governing boards of both the County and UCSF is now being sought. The length of negotiations resulted from significant changes in financial terms that impacted UCSF residency programs throughout the State and protracted review by the County and UCSF over the risk provisions. The Affiliation Agreement has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

Included in this Affiliation Agreement, UCSF provides \$30,000 to NMC as financial support housing their Medical Students. The Medical students are part of our commitment to teaching and hopefully improving the physician supply and distribution in Monterey County. There is no impact to the General Fund.

Prepared by: Steven Harrison, Director of NMC Family Practice Residency, 783-2582

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Affiliation Agreement

Attachments on File with the Clerk to the Board's Office

AFFILIATION AGREEMENT FOR FAMILY MEDICINE RESIDENCY PROGRAM
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA BY AND ON BEHALF OF ITS
UNIVERSITY OF CALIFORNIA, SAN FRANCISCO SCHOOL OF MEDICINE
AND
NATIVIDAD MEDICAL CENTER, an acute care hospital owned and operated by COUNTY
OF MONTEREY

THIS AFFILIATION AGREEMENT is made and entered into this first day of March, 2013, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF MEDICINE ("SCHOOL"), and COUNTY OF MONTEREY d/b/a NATIVIDAD MEDICAL CENTER, an acute care hospital owned and operated by COUNTY OF MONTEREY ("AFFILIATE"), with reference to the following facts:

RECITALS

WHEREAS, SCHOOL and AFFILIATE share a commitment to educating family physicians to serve the needs of California and the nation including the establishment and maintenance of high- quality residency training programs in family medicine; and

WHEREAS, SCHOOL and AFFILIATE have maintained productive training affiliations since 1974: and

WHEREAS, SCHOOL has a limited capacity to sponsor family medicine residency programs within its teaching facilities in San Francisco, and because the Family Medicine Residency Training Program at Natividad Medical Center ("the Program") represents an educational asset which has established itself as a high-quality educational program in an

appropriate setting for the training of family medicine residents in hospital-based and ambulatory care with an emphasis on meeting the needs of underserved populations; and

WHEREAS, AFFILIATE recognizes that a family medicine training program affiliation with UCSF serves its interests by enhancing the program in the appointment of qualified teaching physicians at Natividad Medical Center to the Clinical Faculty of SCHOOL, attracting applicants to its residency program and providing opportunities for residents and faculty to participate in SCHOOL's academic activities: and

WHEREAS, SCHOOL has committed to provide financial support for the Family Medicine Residency Program at Natividad because of the mutual and public benefits derived from training family medicine residents at Natividad Medical Center; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. **RESPONSIBILITIES OF SCHOOL.** SCHOOL agrees that it shall:

A. Provide financial support to AFFILIATE in the amount of \$30,000 for each year of this Agreement. Such financial support is for the purpose of defraying the expenses of the Program including but not limited to supporting the salaries of a Residency Program Director and a Residency Program Coordinator, and to contribute to the operating expenses of the Program;

B. Appoint qualified teaching physicians at Natividad Medical Center to appropriate non-salaried faculty appointments at UCSF, subject to approval by the UCSF Department of

Family and Community Medicine, or other appropriate departments, and consistent with University of California Policies regarding such appointments;

C. Conduct an annual meeting for Program Directors for all UCSF-affiliated residency programs to which the Residency Program Director for the Natividad Family Medicine Residency Training Program will be invited and expected to attend;

D. Invite UCSF-appointed faculty at Natividad Medical Center to attend annual scholarly colloquia sponsored by UCSF Department of Family and Community Medicine;

E. Provide access to the UCSF Library for all UCSF-appointed faculty;

F. Consult and confer as necessary with the Residency Program Director and the Residency Program Coordinator with regard to matters of common interest or concern regarding the Program;

G. Provide coverage under the University's program of professional liability self-insurance for those UCSF-appointed faculty at Natividad Medical Center who are not employees of Monterey County, for claims which arise from their activities in teaching and/or supervising residents in the Program.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain all appropriate licenses and accreditations for its medical center located in Salinas, California, which shall be the site for the Residency Program during the term of this Agreement. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, The Joint Commission and/or

Accreditation Council for Graduate Medical Education and/or (individually and collectively, “ACCREDITATION ORGANIZATIONS”) requirements.

B. Maintain adequate staff, facilities, and SCHOOL faculty at Natividad Medical Center to meet the educational goals and objectives of the Program in a manner consistent with the standards and requirements established by AFFILIATE and applicable ACCREDITATION ORGANIZATIONS.

C. Employ the Residents in the Residency Program.

D. Provide professional liability, general liability and workers compensation coverage or self-insurance for Residents in the Residency Program. If AFFILIATE does not provide coverage for moonlighting activities of Residents then AFFILIATE shall educate Residents about AFFILIATE limitations on professional medical liability coverage and the need for Residents to obtain private insurance for such activity. SCHOOL shall not bear any financial responsibility for Residents.

E. Certify to SCHOOL on an annual basis that all clinical teachers at AFFILIATE with non-salaried faculty appointments at SCHOOL have professional liability coverage policies in effect, of at least \$1 million per occurrence and \$3 million aggregate and including coverage of all clinical activities within the scope of their privileges and clinical work. AFFILIATE understands and acknowledges that the AFFILIATE’S non-salaried SCHOOL faculty will not be provided a defense and indemnification by SCHOOL for any claims or suits based on care provided in the course and scope of their faculty appointments for incidents occurring after October 31, 2007 for all faculty members employed by Monterey County, and after October 31, 2012 for all other

faculty members, and are not to be considered agents or employees of SCHOOL for purposes of this Agreement.

F. Conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All Residents in the Program shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, Residents shall participate in appropriate components of AFFILIATE'S quality assurance/performance improvement program.

22. Affiliate shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness, and care. The medical records system must be adequate to support the education of Residents and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

G. Implement duty schedules for Residents in conjunction with the Residency Program Director and in accordance with the educational goals and objectives of the Program and the applicable requirements of ACCREDITATION ORGANIZATIONS, as follows:

1. AFFILIATE shall promote the Program's educational goals by ensuring that Resident's learning objectives are not compromised by excessive reliance on Residents to fulfill institutional service obligations. Duty hours, however, must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs

must ensure that Residents are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged. AFFILIATE will ensure that the Residents' duty hours comport with UCSF RESIDENT DUTY HOURS POLICY, attached hereto as Exhibit 1, and incorporated by reference herein.

2. AFFILIATE shall ensure that Resident duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Residents, and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS.

H. With respect to any professional services performed by Residents under this Agreement, AFFILIATE shall inform SCHOOL as follows:

1. Immediately upon initiation of an investigation of a Resident or SCHOOL faculty member.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a Resident or SCHOOL faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or Resident has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank or the Medical Board of California in which a SCHOOL faculty member or Resident is named.

I. Provide:

1. Adequate and appropriate food services and sleeping quarters for Residents while on duty.

2. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.

3. An effective laboratory, and radiologic information retrieval system appropriate for the conduct of the educational programs and provision of quality and timely patient care.

4. Appropriate security measures to protect Residents in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

J. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a SCHOOL faculty member.

SCHOOL shall be responsible for the discipline of residents, faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures.

K. Compensate the SCHOOL for expenses incurred in administering faculty appointments and faculty development programs for the AFFILIATE.

1. For each of the AFFILIATE'S teaching faculty with a UCSF without salary

faculty appointment in the UCSF Department of Family and Community Medicine, the AFFILIATE will pay the SCHOOL the prevailing Human Resource Administration fee charged to UCSF departments for volunteer faculty appointments, which is presently \$224 per volunteer faculty member per year. The census of faculty members will be conducted in the spring of each year for determining charges for the following fiscal year commencing July 1. The SCHOOL will invoice AFFILIATE by July 1 of each fiscal year, and AFFILIATE will issue payment by August 1 to the SCHOOL'S Department of Family and Community Medicine. The SCHOOL may adjust the Human Resource Administration fee for volunteer faculty members on an annual basis, and AFFILIATE agrees to pay the prevailing fee.

L. If requested by the SCHOOL, provide a fiscal year-end report accounting for the use of the direct financial support provided to AFFILIATE by SCHOOL.

M. Maintain or grow the size of the Program during the term of this Agreement. It is understood between the parties that, should the number of residents in the Program decline during the term of this Agreement, that the amount of annual direct financial support provided to AFFILIATE by SCHOOL shall be reduced pro-rata.

III. STATUS OF RESIDENTS

A. Residents in the Program shall be considered at all times during their program participation to be employees of AFFILIATE and shall not be considered to be employees, independent contractors, or agents of SCHOOL. During the period in which a Resident is assigned to the AFFILIATE, the Resident shall be under the direction and control of the AFFILIATE's Program Director or, in the Program Director's absence, his/her designee(s).

B. AFFILIATE shall ensure that Residents have the opportunity to:

1. Develop a program of learning to foster continued professional growth with guidance from the teaching staff.
2. Participate in safe, effective, and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by SCHOOL.
3. Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other Residents and students.
4. Participate, as appropriate, in AFFILIATE programs and medical staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.
5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or patient care.
6. Submit to the AFFILIATE'S Program Director, at least annually, confidential written evaluations of the faculty and of the educational experiences.

IV. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any Resident or appointed Faculty Member pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status,

age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

V. TERM.

The term of this Agreement shall commence on the first day of November, 2012, and shall continue in effect for five (5) years, through October 31, 2017, or until earlier terminated.

VI. TERMINATION

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon one hundred eighty (180) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving sixty (60) days' prior written notice of termination to the breaching party.

VII. INSURANCE.

A. AFFILIATE certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical Liability Insurance or Self-Insurance AFFILIATE shall maintain insurance or a self-insurance program with financially-sound and reputable companies; AFFILIATE shall carry health care entity comprehensive liability coverage with minimum limits of \$2 Million (\$2,000,000) per claim and \$5 Million (\$5,000,000) aggregate limits for the hospital and its employed staff other than physicians and allied healthcare

professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of \$1 Million per claim and \$3 Million aggregate, which are sub-limits and are intended to be inclusive of the Hospital's \$2 Million/\$5 Million limits. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. General Liability Insurance or Self-Insurance AFFILIATE shall maintain insurance or a self-insurance program with financially-sound and reputable companies; AFFILIATE shall carry general liability insurance or a self-insurance program with a minimum one (\$1,000,000) million per claim and five (\$5,000,000) million coverage in the aggregate for the hospital and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry \$1 Million per claim and \$3 Million aggregate limits of liability when insured under the AFFILIAITE's policy

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE'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.

The coverage referred to in Section 2 above shall be endorsed to include SCHOOL as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE upon execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further

provide for thirty (30) days advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL certifies that it maintains a program of self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical and Hospital Liability Insurance. SCHOOL maintains a program of professional liability self-insurance with self-insured retention levels of five million dollars (\$5,000,000). If SCHOOL opts to purchase insurance and coverage is written on a claims-made form, it shall continue for three (3) years following termination of the Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of the Agreement. In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. Comprehensive General Liability Insurance. SCHOOL maintains a program of general liability self-insurance with self-insured retention levels of five million dollars (\$5,000,000).

If SCHOOL opts to purchase insurance and coverage is written on a claims-made form, it shall continue for three (3) years following termination of the Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of the Agreement. In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.

The coverage referred to in Section 2 above shall be endorsed to include the AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of SCHOOL, its officers, agents, and/or

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

VIII. **INDEMNIFICATION.**

A. AFFILIATE shall defend, indemnify and hold SCHOOL, 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 AFFILIATE, its officers, employees, or agents (including residents and faculty members employed by AFFILIATE).

B. SCHOOL shall defend, indemnify and hold AFFILIATE, its officers, employees and agents (including residents and faculty members employed by AFFILIATE) 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 SCHOOL, its officers, employees, and agents.

IX. **COOPERATION IN DISPOSITION OF CLAIMS.**

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims

arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

X. PATIENT RECORDS.

Any and all of AFFILIATE'S medical records and charts created at AFFILIATE'S facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL'S expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. 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, including but not limited to the Health Insurance Portability and Accountability Act.

XI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

A. The Health Insurance Portability and Accountability Act (“HIPAA”) and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information (“PHI”) without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. SCHOOL and AFFILIATE are each covered entities as defined by HIPAA.

D. SCHOOL and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. SCHOOL and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and TRAINEES, have received training as required by HIPAA.

F. AFFILIATE shall permit access by ACCREDITATION ORGANIZATIONS, acting on behalf of SCHOOL as SCHOOL's Business Associates or as otherwise appropriate, to the PHI maintained by the AFFILIATE that is necessary for those organizations to conduct their accreditations of SCHOOL.

G. SCHOOL and AFFILIATE may disclose such PHI as is necessary for the health care operations of the other.

XII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association or another association providing such services which as agreed to by the parties. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association or other association as agreed by the parties. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable

interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XIV. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XV. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign TRAINEES to locations other than those described in Section II.A. without the prior written consent of SCHOOL.

XVI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XVII. WAIVER.

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

XVIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XIX. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XX. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXI. GOVERNING LAW.

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

XXII. USE OF NAME.

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.

XXIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

XXIV. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

| TO SCHOOL:

Vice Dean for Education, School of Medicine
University of California, San Francisco
521 Parnassus Avenue, Room C-254
San Francisco, CA 94143-0410
Fax: (415) 502-1633

TO AFFILIATE:

[TO BE PROVIDED]

The parties have executed this Agreement as set forth below.

Natividad Medical Center

By: [Signature]

Title: CEO

Date: 12/13/13

Regents of the University of California,
by and for its

UCSF, School of Medicine

*UCSF SIGNATURES
ON NEXT PAGES*

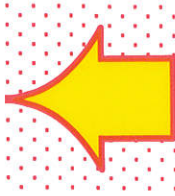
By: Kevin Grumbach, M.D.
Chair Department of Family and
Community Medicine

Date: _____

By: Catherine Lucey, MD
Vice Dean for Education,
UCSF School of Medicine

Title: _____

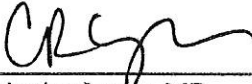
Date: _____



The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

NATIVIDAD MEDICAL CENTER

By: 
Catherine Lucey, MD

Title: Vice Dean for Education
UCSF School of Medicine

Date: 12/10/12

By: _____

Name: _____

Title: _____

Date

By: 
Kevin Grumbach, M.D.

Title: Chair, Department of Family
And Community Medicine

Date: 12/16/13

EXHIBIT 1
UCSF RESIDENT DUTY HOURS POLICY

Approved by vote of the GMEC 2-24-03

In June 2002, the Accreditation Council for Graduate Medical Education (ACGME) granted preliminary approval to new duty hour standards for residency programs. In July 2003, these standards become a requirement for all residencies in all specialties to maintain accredited status. The ACGME standards emphasize the responsibilities of programs, sponsoring institutions, and the accrediting body (ACGME) relating to safe patient care and an appropriate learning environment for residents. The recommended mechanisms to achieve these goals include the following: a set of common requirements that define a minimum standard that must be met by all accredited programs; enhanced requirements for institutional oversight and support; and strengthening the system for compliance.

The standards address three areas:

- 1.) Placing appropriate limits on duty hours.
- 2.) Promoting institutional oversight.
- 3.) Fostering high-quality education and safe patient care.

The UCSF Resident Work Hours Improvement Project (RWHIP) was approved by vote of the Graduate Medical Education Committee (GMEC) on March 16, 2001. This followed a year - long effort which was in response to the report of a large Taskforce on Resident Work Hours. Represented on the Taskforce and on the RWHIP Committee were residents, students, faculty, program directors, program coordinators, hospital administration, and the Dean's office.

There are both practical and idealistic reasons to seek improvements in resident work hours at UCSF:

- 1.) To ensure the highest standards for delivery of patient care.
- 2.) To enhance the integrity of resident education.
- 3.) To maintain the competitiveness of UCSF with respect to other residency programs for outstanding residents.
- 4.) To satisfy ACGME requirements regarding resident training hours.
(New ACGME standards will be inserted into the Common Program Requirements effective July 1, 2003.)

Resident Duty Hours and the Working Environment

Providing residents with a sound academic and clinical education must be carefully planned and balanced with concerns for patient safety and resident well-being. UCSF will ensure that

the learning objectives of all residency programs are not compromised by excessive reliance on residents to fulfill service obligations. Didactic and clinical education will have priority in the allotment of residents' time and energies. Duty hour assignments will recognize that faculty and residents collectively have responsibility for the safety and welfare of patients.

Resident is defined as interns, residents, and fellows enrolled in ACGME-approved training programs at UCSF.

1. Supervision of Residents

- a. All patient care must be supervised by qualified faculty. Each program director will ensure, direct, and document adequate supervision of residents at all times. Residents will be provided with rapid, reliable systems for communicating with supervising faculty.
- b. Faculty schedules will be structured to provide residents with continuous supervision and consultation.
- c. Faculty and residents will be educated to recognize the signs of fatigue and adopt and apply policies to prevent and counteract the potential negative effects.

2. Duty Hours

- a. Duty hours are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site. These standards apply to all UCSF training sites including, but not limited to, the VA, SFGH, Mt. Zion, and Moffitt-Long hospitals.
- b. Duty hours will be limited to 80 hours per week, averaged over four-week period, inclusive of all in-house call activities.
- c. Residents will be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a four-week period, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.
- d. A-10 hour time period for rest and personal activities should be provided between all daily duty periods, and after in-house call.

3. On-Call Activities

The objective of on-call activities is to provide residents with continuity of patient care experiences throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal workday when residents are required to be immediately available in the assigned institution.

- a. In-house call will occur no more frequently than every third night, averaged over a four-week period.

- b. Continuous on-site duty, including in-house call, will not exceed 24 consecutive hours. Residents may remain on duty for up to 6 additional hours to participate in didactic activities, maintain continuity of medical and surgical care, transfer care of patients, or conduct outpatient continuity clinics.
- c. No new patients may be accepted after 24 hours of continuous duty, except in outpatient continuity clinics. A new patient is defined as any patient for whom the resident has not previously provided care.
- d. At-home call (pager call) is defined as call taken from outside the assigned institution.
 - 1.) The frequency of at-home call is not subject to the every third night limitation. However, at-home call will not be so frequent as to preclude rest and reasonable personal time for each resident. Residents taking at-home call will be provided with 1 day in 7 completely free from all educational and clinical responsibilities, averaged over a 4-week period.
 - 2.) When residents are called into the hospital from home, the hours residents spend in-house are counted toward the 80-hour limit.
 - 3.) The program director and the faculty will monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands and/or fatigue.

4. Moonlighting

- a. Residents and ACGME Clinical Fellows may moonlight if programmatic policy permits and under specific guidelines. All moonlighting must be pre-approved by the Program Director. Specific agreements are necessary for this activity (please see the UCSF Institutional Moonlighting policy for more information). The Chair and Program Director must assure that this effort will not interfere with the educational experience of the resident's training program. No resident can be required to moonlight.
- b. Each program must have a program policy regarding moonlighting. The policy must be approved by the GMEC and the Program must be in compliance with Duty Hours limitations.
- c. Each program director will comply with the sponsoring institution's written policies and procedures regarding moonlighting, in compliance with the Institutional Requirements.
- d. Moonlighting that occurs within the program and/or the sponsoring institution or the non-hospital sponsor's primary clinical site(s), i.e., internal moonlighting, will be counted toward the 80-hour weekly limit on duty hours.

5. Oversight

- a. Each program will have written policies and procedures consistent with the Institutional and Program Requirements for resident duty hours and the working environment. These policies will be distributed to the residents and the faculty.

- 1.) Monitoring of duty hours is required with frequency sufficient to ensure an appropriate balance between education and service. In the first year of implementation of these standards, programs that are out of compliance will be monitored quarterly; programs in compliance will be monitored twice a year. Thereafter, programs that have been out of compliance will be monitored with a frequency to be determined by the UCSF GMEC Sub Committee for Resident Duty Hours. The Sub Committee will include the Associate Dean of Graduate Medical Education, the Resident Duty Hours Compliance Officer, and a subset of members of the GMEC. Programs in compliance after the first year will be monitored yearly.
 - 2.) Each program director will be responsible for obtaining data on compliance with the Resident Duty Hours Policy for their programs. Each resident will be responsible for providing accurate and timely data on compliance with the Resident Duty Hours Policy to her/his program director, the GME Office, and the ACGME when this information is requested.
 - 3.) Directors of programs that are out of compliance with the Resident Duty Hours Policy will determine a plan and timeline to come into compliance and submit this plan and timeline to the GMEC Sub Committee for Resident Duty Hours.
- b. Back-up support systems will be provided by each program when patient care responsibilities are unusually difficult or prolonged, or if unexpected circumstances create resident fatigue sufficient to jeopardize patient care.

6. Duty Hours Exception

An RRC may grant exceptions for up to 10 % of the 80-hour limit, to individual programs based on a sound educational rationale. However, prior permission of the UCSF GMEC Sub Committee for Resident Duty Hours is required. The Sub Committee will include the Associate Dean of Graduate Medical Education, the Resident Duty Hours Compliance Officer, and a subset of members of the GMEC.

* UCSF Fellowship Moonlighting Agreement
(Form is available from GME and on the GME website)

The agreement must define and specify the terms of the clinical work to be performed by stating the following on a form obtained from the GME office:

- 1.) The nature and location of the service to be provided
- 2.) The UCSF training program in which the Clinical Fellow is currently enrolled
- 3.) The dates of the service to be performed
- 4.) The compensation and funding information from the Department receiving the service
- 5.) A statement of who will provide Medical Malpractice and General Liability coverage
- 6.) The dates and type of Departmental Professional Fee Billing Compliance training the Clinical Fellow received
- 7.) The date the Clinical Fellow was licensed in California.

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riskmgmt@ucop.edu

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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	Self-Insured	July 1, 2013	June 30, 2014	GENERAL AGGREGATE \$ Not applicable PRODUCTS-COMP/OP AGG \$ 2,500,000 PERSONAL & ADV INJURY \$ 2,500,000 CONTRACTUAL LIABILITY \$ 2,500,000 EACH OCCURRENCE \$ 2,500,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Self-Insured	July 1, 2013	June 30, 2014	COMBINED SINGLE LIMIT \$ Not applicable BODILY INJURY (PER PERSON) \$ 2,500,000 BODILY INJURY (PER ACCIDENT) \$ 2,500,000 PROPERTY DAMAGE \$ 2,500,000
A	PROPERTY <input checked="" type="checkbox"/> FIRE & EXTENDED PERILS	Self-Insured	July 1, 2013	June 30, 2014	EACH OCCURRENCE \$ 7,500,000 AGGREGATE \$ Not applicable \$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	July 1, 2013	June 30, 2014	STATUTORY LIMITS EACH ACCIDENT \$ As required by California Law DISEASE - POLICY LIMIT \$ As required by California Law DISEASE - EACH EMPLOYEE \$ As required by California Law


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By: 

CHERYL A. LLOYD, INTERIM CHIEF RISK OFFICER