

**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 *The Regents of the University of California on behalf of The University of California, Riverside School of Medicine* (“**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”

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

By: _____
Name: Charles Harris
Title: CEO
Date: _____

“SCHOOL”

The Regents of the University of California
on behalf of The University of California,
Riverside, School of Medicine

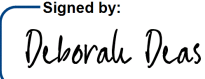
Signed by:

By: _____
Name: Deborah Deas, MD MPH
Title: Vice Chancellor, Health Sciences
Dean, School of Medicine
Date: 2/4/2025 | 3:35 PM PST

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. The following sentence shall be added to **Section A, Responsibilities of the SCHOOL, Paragraph 7:**

"SCHOOL shall have primacy of authority over academic affairs and the education/assessment of students."

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

SCHOOL, 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)
 - Each Occurrence \$1,000,000
 - General Aggregate \$3,000,000

If such insurance is written on a claims made form, SCHOOL shall provide HOST AGENCY 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)

- Each Occurrence \$1,000,000
- Products Completed Operations Aggregate \$3,000,000*
- Personal and Advertising Injury \$1,000,000
- General Aggregate \$3,000,000*
(\$1,000,000 for comprehensive form)

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

3. 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 SCHOOL.

5. Upon HOST AGENCY's request, SCHOOL shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

6. Student Automobile liability insurance, students who drive to/from any clinical work location must provide proof of valid California driver's license for out-of-state students and proof of insurance.

7. 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. Students 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 except where required under Section B(5) of the Agreement. In the event HOST AGENCY provides health care services to students it will bear no financial responsibility.

5. **Section B, Responsibilities of the HOST AGENCY, Paragraph 7**, shall be deleted and replaced with the following:

HOST AGENCY, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term ,hereof, as follows:

- Professional Liability and Provider Liability:
(MINIMUM LIMITS)
 - Each Occurrence \$1,000,000
 - General Aggregate \$3,000,000

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

- General Liability: Comprehensive or Commercial Form
(MINIMUM LIMITS)
 - Each Occurrence \$1,000,000
 - Products Completed Operations Aggregate \$3,000,000*
 - Personal and Advertising Injury \$1,000,000
 - General Aggregate \$3,000,000*

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

However, if such insurance is written on a claims made form, HOST AGENCY shall provide SCHOOL with the opportunity to maintain coverage for at least five years beyond the expiration of this Agreement

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

6. **Section C, Mutual Responsibilities**, shall be amended to add:

7. The Parties will collaborate in investigating and resolving any complaints, when the complaints involve a TRAINEE and/or

employee/faculty of SCHOOL, of (i) sexual violence/sexual harassment and/or (ii) abusive conduct inconsistent with the University of California Presidential and SCHOOL policies, Abusive Conduct in the Workplace. In the event a complaint is made directly to HOST AGENCY, HOST AGENCY will immediately notify SCHOOL. 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.

7. **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.

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

If to SCHOOL:

The University of California,
Riverside, School of Medicine
900 University Avenue,
Education Building II
Riverside, CA 92521
Attn: Contracts Department

If to HOST AGENCY:

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

9. **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.

10. 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.

Q. Indemnification

SCHOOL agrees to indemnify, defend and hold harmless HOST AGENCY and officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, but only in proportion to and to the extent the claim, demand, damages, costs, and expenses of whatever nature are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, or agents.

HOST AGENCY agrees to indemnify, defend and hold harmless SCHOOL, its Regents, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, but only in proportion to and to the extent the claim, demand, damages, costs, and expenses of whatever nature are caused by or result from the negligent or intentional acts or omissions of HOST AGENCY, its officers, employees, or agents.