

ATTACHMENT B
Standard Affiliation Agreement (Short Form)

May 24, 1999

CHANCELLORS
DEANS OF THE SCHOOLS OF MEDICINE
CAMPUS ATTORNEYS

Re: Standard Affiliation Agreement (Short Form)

Enclosed please find a copy of the recently developed Standard Affiliation Agreement (short form). The purpose of the short form Standard Affiliation Agreement is to cover those situations in which medical students, residents and fellows (Trainees) rotate to outpatient settings, including physician offices and primary care clinics. The short form Standard Affiliation Agreement may be executed without additional review by the Office of the General Counsel; however, please be reminded that to the extent there are any substantive deviations from the Standard Affiliation Agreement, those will need to be reviewed and approved by the Office of the General Counsel and, as necessary, by the Office of Health Affairs.

This short form Affiliation Agreement differs from the longer version Standard Affiliation Agreement now in use which addresses rotations at general acute care facilities. The two agreements are to be used for the two different types of rotations. The short form may not be used for affiliations with general acute care facilities.

On a final note, there is an addition to the short form which should also be incorporated into the longer form relating to compliance with the University's corporate compliance program. Please incorporate Article I, Section I., and Article II, Section I., of the short form into the longer version.

If you wish to have a disk of the enclosed Standard Affiliation Agreement (short form), please contact Karen Lau at (510) 987-9948. If you have any question regarding the process for review and approval of affiliation agreements, please contact Cathryn Nation, M.D. (Office of Health Affairs) at (510) 987-9705, or Joanna Beam (Office of the General Counsel) at (510) 987-9722.

In keeping with University policy which designates the Office of Health Affairs as the "office of record" for affiliation agreements developed for educational purposes, copies of all such agreements should be forwarded to my office (attention: Dr. Cathryn Nation) upon execution.

Thank you for your assistance and cooperation.

Sincerely,

/s/ Cornelius L. Hopper, M.D.
Vice President-Health Affairs

Enc.

cc:	N. Bianco	J. Odom
	B. Chien	N. Parker, MD
	P. E. Costic, M.D.	G. Parsons, MD
	R. M. Covell, M.D.	J. C. Peterman
	B. Crowley	T. Ramm
	T. Glenn, M.D.	W. Rife
	W. Gurtner	A. Robinson.
	J. E. Holst	A. Shelton
	D. Irby, PhD.	C. Stadler
	K. Keegan, MD	J. G. Terwilliger
	T. Lotzer	J. Tupin, M.D.
	R. Meyer	S. Wahl, MD
	C. Nation, MD	

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND

THIS AFFILIATION AGREEMENT is made and entered into this _____ day of _____,

19____, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, _____, SCHOOL OF MEDICINE ("SCHOOL"), and _____, a _____ ("AFFILIATE"). SCHOOL conducts **[add or substitute, as appropriate: "undergraduate"]** graduate medical education programs for **[add or substitute, as appropriate: "medical students"]** resident physicians and fellows, (hereinafter collectively referred to as "TRAINEES") and desires access to AFFILIATE'S **[insert as appropriate: outpatient, clinic, primary care, office]** facilities in which TRAINEES can obtain broader clinical learning experiences pursuant to the requirements of the **[add or substitute, as appropriate: Liaison Committee on Medical Education "LCME"]** Accreditation Council for Graduate Medical Education ("ACGME").

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. Establish the educational goals and objectives of its (SCHOOL'S) graduate **[add, or substitute, as appropriate: "undergraduate"]** medical education programs in a manner consistent with the standards and requirements set forth by SCHOOL and the **[add or substitute, as appropriate: "LCME"]** ACGME for program accreditation. A list of SCHOOL'S Program(s) which are covered by this Agreement is attached hereto and incorporated herein as Exhibit 1. The letter(s) of agreement for specific SCHOOL Programs are attached hereto and incorporated herein as Exhibit 2. School shall notify AFFILIATE promptly of any changes to the contents of Exhibits 1 and 2.

B. Designate a member of SCHOOL'S faculty to arrange for supervision, provide coordination, oversight and direction of TRAINEES' educational activities and assignments while at AFFILIATE. He/she should be certified by the specialty board in the discipline of the SCHOOL'S _____ Program ("Program") or should possess suitable equivalent qualifications as an instructor, clinician, and administrator, as determined by SCHOOL.

C. Cooperate with AFFILIATE in coordinating and reviewing working schedules of TRAINEES while at AFFILIATE.

D. Assign SCHOOL faculty members in sufficient numbers to provide supervision and management of TRAINEES' work while at AFFILIATE'S facilities. Supervisory faculty must qualify for, obtain and maintain a faculty appointment with SCHOOL in accordance with SCHOOL'S academic review and appointment procedures.

E. Provide the names of TRAINEES, their level of training, and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of duty schedules.

F. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES to include, where appropriate, input from AFFILIATE.

G. Maintain records and reports concerning the education of TRAINEES and of TRAINEES' spent in the activities referred to in this Agreement, as may be required by SCHOOL, **[add or substitute, as appropriate: "LCME"]** ACGME, and/or for compliance with the regulations, guidelines, and policies of third-party payors.

H. Require assigned TRAINEES to:

1. Comply with AFFILIATE'S applicable Rules and Regulations, state and federal laws and regulations, the requirements of the **[add or substitute, as appropriate: "LCME"]** ACGME, and the ethical standards of the American Medical Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL'S Program, consistent with the requirements of the **[add or substitute, as appropriate: "LCME"]** ACGME;

3. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

I. Provide AFFILIATE with a copy of SCHOOL'S Corporate Compliance Program and Code of Conduct and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. All SCHOOL faculty and TRAINEES are expected to comply with the requirements of SCHOOL'S Corporate Compliance Program.

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

A. Maintain adequate staff, facilities, and SCHOOL faculty at its premises located at _____ to meet the educational goals and objectives of the SCHOOL'S Program in a manner consistent with the standards and requirements established by SCHOOL and the **[add or substitute, as appropriate "LCME"]** ACGME.

B. AFFILIATE shall conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All TRAINEES shall receive instruction in AFFILIATE'S quality assurance/performance improvement and risk management programs. To the degree possible and in conformance with state law, TRAINEES shall participate in appropriate components of AFFILIATE'S quality assurance/performance improvement and risk management programs.

2. 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 treatment and care. The medical records system must be adequate to support the education of TRAINEES and quality-assurance/performance improvement activities.

C. Designate, after consultation with SCHOOL, a person to coordinate TRAINEES' duty schedules and activities while at AFFILIATE.

D. Protect the health and safety of TRAINEES on rotation at AFFILIATE'S health facility.

E. Comply with all applicable laws, regulations, and **[add or substitute, as appropriate: ["LCME"]** ACGME requirements. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, or requirements.

F. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its **[add or substitute, as appropriate: ["medical school"]** residency programs.

G. With respect to any professional services performed by TRAINEES under this Agreement, AFFILIATE agrees to inform SCHOOL as follows:

1. Immediately upon initiation of an investigation of a TRAINEE or SCHOOL faculty member or upon the occurrence of a substantive untoward event involving a TRAINEE or SCHOOL faculty member.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming or involving a TRAINEE 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 TRAINEE 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 TRAINEE is named.

H. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a TRAINEE or SCHOOL faculty member. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL'S recommended disciplinary action against TRAINEE(S) or SCHOOL faculty member. Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any TRAINEE; provided, however, that AFFILIATE will not take any action against TRAINEES in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated TRAINEE with another TRAINEE as soon as possible.

I. AFFILIATE shall provide SCHOOL with a copy of AFFILIATE'S corporate compliance program or any such plan or program that describes AFFILIATE'S plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any SCHOOL faculty or TRAINEE to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL'S Corporate Compliance Program.

III. COMPENSATION.

Alternative #1: SCHOOL shall compensate TRAINEES assigned to AFFILIATE for payment of TRAINEES' salaries, benefits, and costs, if any.

Alternative #2: AFFILIATE shall reimburse SCHOOL for the salaries, benefits, and costs of TRAINEES covered by this Agreement within thirty (30) days after receipt from SCHOOL of a monthly invoice.

IV. STATUS OF TRAINEES.

During the period in which a TRAINEE is assigned to the AFFILIATE, the TRAINEE shall be under the direction and control of the SCHOOL.

V. ASSIGNMENT OF TRAINEES.

Commencing on the date of execution of this Agreement and subject to the provision of Section II. hereof, SCHOOL shall assign TRAINEES for rotation at AFFILIATE'S facilities as described in Section II.A. of this Agreement.

VI. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to discriminate in the selection or acceptance of any TRAINEE pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or SCHOOL policy.

VII. TERM.

The term of this Agreement shall become effective upon final execution and shall continue in effect for a maximum of five (5) years, through _____, 200____, or until earlier terminated.

VIII. 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 sixty (60) 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 thirty (30) days' prior written notice of termination to the breaching party.

IX. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the following insurance.

1. Professional Medical and Hospital Liability Insurance with limits of _____ dollars (\$ _____) per occurrence and a general aggregate of _____ dollars (\$ _____). 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 or coinciding with the effective date of this Agreement.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of _____ dollars (\$ _____) per occurrence. 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 to or coinciding with the effective date of this Agreement.

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.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverages required under Article IX.A. above shall not in any way limit the liability of AFFILIATE. The coverage referred to under Article IX.A. 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 the execution of the 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 coverage.

B. SCHOOL shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with limits of _____ dollars (\$ _____) per occurrence.

2. General Liability Self-Insurance Program with a limit of _____ dollars (\$ _____) per occurrence.

3. Workers' Compensation Self-Insurance Program covering SCHOOL'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverages required under Article IX.B. above shall not in any way limit the liability of SCHOOL. The coverages referred to under Article IX.B. above shall include 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, TRAINEES, and/or employees. SCHOOL, upon the execution of the Agreement, shall furnish AFFILIATE with Certificates of Self-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 self-insurance coverages.

X. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and TRAINEES 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.

B. SCHOOL shall defend, indemnify and hold AFFILIATE, 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 SCHOOL, its officers, employees, agents, or TRAINEES.

XI. 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, substantive adverse events, 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 which 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, sharing records, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. SCHOOL shall be responsible for discipline of TRAINEES in accordance with SCHOOL'S applicable policies and procedures.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, 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.

XII. 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 or substantive adverse event; 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.

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, 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. 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: PROVIDE NAME OF CONTACT PERSON OR
OFFICE AND ADDRESS

TO AFFILIATE: PROVIDE NAME OF CONTACT PERSON OR
OFFICE AND ADDRESS

The parties have executed this Agreement as set forth below.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

AFFILIATE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____