

**ATTACHMENT A**  
**Standard Affiliation Agreement**

June 27, 1997

CHANCELLORS  
DEANS OF THE SCHOOLS OF MEDICINE  
CAMPUS ATTORNEYS

Re: Standard Affiliation Agreement

Enclosed please find a copy of the revised Standard Affiliation Agreement (Enclosure #1). This revision includes changes requested by the campuses and the Offices of Health Affairs, Risk Management, and General Counsel. It supersedes the Standard Affiliation Agreement dated November 6, 1991.

Among the changes to the Standard Affiliation Agreement are: (1) an increase in the term of the Agreement from three years to five; (2) additions to comply with the new requirements of the American College of Graduate Medical Education; and (3) revised insurance requirements. Attached as Enclosure #2, please find a red-lined version indicating where changes have been made to the original Standard Affiliation Agreement.

The purpose of the Standard Affiliation Agreement is to cover those situations in which resident physicians and fellows (Trainees) rotate to the facilities of another hospital institution for purposes of post-graduate residency training. Under this arrangement, the salaries, benefits, and insurance of the Trainees are provided by the School of Medicine and the School is subsequently reimbursed by the affiliate for those expenses. The 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, when necessary, by the Office of Health Affairs.

Some of the Schools of Medicine have expressed concern that the Standard Affiliation Agreement is of limited use since it presumes an affiliation with a hospital and is not directly applicable to primary care settings such as physician offices or clinics. The Office of the President is in the process of drafting such an agreement and hopes to circulate it in the near future. In the meantime, if you have an example of an agreement which you believe would serve as the basis for a standard form, please forward it directly to me.

If you wish to have a disk of the enclosed Standard Affiliation Agreement, please contact Karen Lau at (510) 987-9777, ext. 625. If you have any question regarding the process for review and approval of affiliation agreements, please contact Cathryn Nation, M.D. at (510) 987-9705, or me at (510) 987-9722.

Thank you for your assistance and cooperation.

Sincerely yours,

/s/ Joanna M. Beam  
University Counsel

Encs.

cc:	R. Barnes	R. Meyer
	J. J. Castles, M.D.	E. Morales
	T. Cesario	J. J. O'Donnell, M.D.
	M. M. Chase	J. C. Peterman
	B. Chien	T. Ramm
	P. E. Costic, M.D.	A. M. Resnick
	R. M. Covell, M.D.	A. Robinson
	B. Crowley	A. Shelton
	T. Glenn, M.D.	J. Simanek
	W. Gurtner	B. Spaulding
	C. L. Hopper, M.D.	C. Statler
	J. E. Holst	J. G. Terwilliger
	J. F. Lundberg	

ENCLOSURE #1

AFFILIATION AGREEMENT  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
\_\_\_\_\_

THIS AFFILIATION AGREEMENT is made and entered into this\_\_\_\_\_ day  
\_\_\_\_\_, 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"), with reference to the  
following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts graduate medical education programs for  
resident physicians and fellows, (hereinafter collectively referred to as "TRAINEES") and  
desires access to facilities in which TRAINEES can obtain broader clinical learning  
experiences; and

WHEREAS, the Accreditation Council for Graduate Medical Education  
("ACGME") establishes and oversees the requirements for graduate medical education  
programs;

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical  
experience to TRAINEES, and AFFILIATE desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEES  
obtain their clinical experience at AFFILIATE'S facilities in accordance with the  
requirements of the 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 medical education programs in a manner consistent with the standards and requirements set forth by SCHOOL and the ACGME for program accreditation. Such goals and objectives shall reflect SCHOOL'S commitment to providing education and training programs to TRAINEES. 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 as Exhibit 2.

**B.** Designate a member of SCHOOL'S faculty to provide coordination, oversight and direction of TRAINEES' educational activities and assignments while at AFFILIATE. Such person shall be the Program Director and shall also act as liaison with 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 work schedules of TRAINEES while at AFFILIATE. Such schedules shall reflect SCHOOL'S educational missions and shall not be compromised by an excessive reliance on TRAINEES to fulfill institutional service obligations. SCHOOL shall ensure that its graduate medical education programs provide appropriate supervision for all TRAINEES, as well as duty hours schedule and a work environment, that is consistent with proper patient care, the educational needs of TRAINEES, and the applicable Program Requirements.

**1.** TRAINEES must be supervised by SCHOOL faculty in such a way that TRAINEES assume progressively increasing responsibility according to their level of education, ability, and experience. On-call schedules for SCHOOL faculty must be structured to ensure that SCHOOL faculty supervision is readily available to TRAINEES. The level of responsibility accorded to each TRAINEE must be determined by the SCHOOL faculty.

**2.** SCHOOL shall ensure that each of its residency programs establishes formal policies governing the duty hours for TRAINEES to promote medical education and facilitate patient care.

**3.** SCHOOL shall provide services and develop systems to minimize the work of TRAINEES that is extraneous to their educational program(s). A copy of the University's Guidelines concerning hours and working conditions of TRAINEES is attached hereto as Exhibit 3 and incorporated herein.

**D.** Assign SCHOOL faculty members, who shall obtain and maintain medical staff privileges at AFFILIATE'S facilities, in sufficient numbers to provide supervision and management of TRAINEES' work while at AFFILIATE'S facilities under the direction of the Program Director.

Supervisory faculty must qualify for, obtain and maintain a faculty appointment with SCHOOL in accordance with SCHOOL'S academic review and appointment procedures.

**E.** Recruit and select TRAINEES who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL'S Program.

**F.** Provide the names of TRAINEES and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of duty schedules.

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

**H.** Maintain records and reports concerning the education of TRAINEES and of TRAINEES' time spent in the various educational activities referred to in this Agreement, as may be required by SCHOOL, ACGME, and/or for compliance with the regulations, guidelines, and policies of third-party payors.

**I.** Require assigned TRAINEES to:

**1.** Comply with AFFILIATE'S applicable Medical Staff Bylaws & Rules and Regulations, AFFILIATE'S policies, procedures and guidelines, state and federal laws and regulations, and the standards and regulations of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"), the 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 ACGME;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury;

4. 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.

**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 ACGME.

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

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

2. As part of the educational program, autopsies should be performed whenever possible and appropriate. A sufficient number of autopsies, representing an adequately diverse spectrum of diseases, should be performed to provide an adequate educational experience and to enhance the quality of patient care.

3. 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 TRAINEES and quality-assurance/performance improvement activities and to provide a resource for scholarly activity.

C. Designate, after consultation with SCHOOL, a person to coordinate TRAINEES' duty schedules and activities while at AFFILIATE. Such person shall be the Program Coordinator and shall act as liaison with SCHOOL. The name of AFFILIATE'S Program Coordinator shall be provided to SCHOOL'S Program Director.

D. Implement duty schedules for TRAINEES in conjunction with SCHOOL'S Program Director and in accordance with SCHOOL'S educational goals and objectives.

1. AFFILIATE shall ensure the Program's educational goals. TRAINEES' learning objectives are not to be compromised by excessive reliance on TRAINEES 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 TRAINEES are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

2. AFFILIATE shall ensure that TRAINEE duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the TRAINEE. Duty hours shall be consistent with the institutional and ACGME program requirements that apply to each program.

E. Protect the health and safety of TRAINEES on rotation at AFFILIATE'S health facility by providing each TRAINEE with the following:

1. Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;



2. Instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE'S protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants.

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEE in the event of a needlestick injury to or other exposure of TRAINEE to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800) 342-2437. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

4. Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities;

F. Maintain its license as a **[INSERT AS APPLICABLE: general acute care facility, clinic, skilled nursing facility ... ]** and comply with all applicable laws, regulations, JCAHO, and ACGME requirements. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, JCAHO or ACGME requirements.

G. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its residency programs.

H. With respect to any professional services performed by TRAINEES under this Agreement, AFFILIATE agrees to inform SCHOOL and its Program Director as follows:

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

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

I. Provide:

1. Adequate and appropriate food services and sleeping quarters for TRAINEES.

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 for the appropriate conduct of the educational programs and quality and timely patient care.

4. Appropriate security measures to protect TRAINEES 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 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.

[**Optional: J.** Graduate medical education places increasing responsibilities on TRAINEES and requires sustained intellectual and physical effort. Therefore, the AFFILIATE shall facilitate resident access to appropriate and confidential counseling, medical and psychological support services.]

[**Optional: K.** AFFILIATE shall have written policies that describe how physician impairment, including that due to substance abuse, will be handled. In addition, AFFILIATE shall provide an educational program for TRAINEES regarding physician impairment, including substance abuse.]

### III. COMPENSATION.

A. TRAINEES assigned to AFFILIATES shall be compensated by SCHOOL for payment of salaries and benefits. **[INSERT AS APPLICABLE: OPTION #1 Add: “Such benefits shall include health and dental insurance, professional liability insurance, workers’ compensation insurance, all applicable taxes and costs under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) including applicable Medicare taxes, if any, and OASDI coverage under the Revenue Reconciliation Act of 1990, if any.” OPTION #2: “AFFILIATE shall reimburse SCHOOL for the cost of salaries and benefits for TRAINEES and for administrative costs mutually agreed to by the parties which are expended by SCHOOL for TRAINEES assigned to AFFILIATE. A copy of said salaries and benefits is attached hereto and incorporated herein as Exhibit \_\_\_\_.”]** Said payment shall be made within thirty (30) days after receipt by AFFILIATE from SCHOOL of a monthly invoice and supporting documentation of said salaries, benefits, and costs.

**[OPTIONAL: You may want to attach an exhibit delineating the payment schedule process, including a description of whether payments are being made in arrears or in advance.]**

B. AFFILIATE shall reimburse SCHOOL for the annual accreditation fee paid to ACGME for each TRAINEE or full-time equivalent at AFFILIATE. AFFILIATE shall reimburse SCHOOL for the accreditation fee within thirty (30) days of AFFILIATE’S receipt of an invoice from SCHOOL demonstrating payment of such fees. Any additional costs of expansion and administration of a residency program shall be negotiated by the parties.

**IV. STATUS OF TRAINEES.**

**A.** During the period in which a TRAINEE is assigned to the AFFILIATE, the TRAINEE shall be under the direction and control of the SCHOOL'S Program Director or, in the Program Director's absence, his/her designee(s).

**B.** It is expressly agreed and understood by SCHOOL and AFFILIATE that TRAINEES are present at the AFFILIATE'S facilities to participate in activities and assignments that are of educational value to TRAINEES, and that are appropriate to the course and scope of SCHOOL'S program and consistent with the requirements of the ACGME.

**C.** SCHOOL and AFFILIATE shall ensure that TRAINEES 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 TRAINEES 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 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.

**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 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.

**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 insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior 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.

It should be expressly understood, however, that the coverages required under this Section IX.A. 1 and 2 shall not in any way limit the liability of AFFILIATE.

The coverage referred to under paragraph 2 of this Section IX.A. 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 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 shall maintain insurance or 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 five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

**2.** General Liability Self-Insurance Program with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

**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 which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section IX.B.1. and 2. shall not in any way limit the liability of SCHOOL.

The coverages referred to under paragraph 2 of this Section IX.B. shall include AFFILIATE as an 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 this 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, 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, 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, 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.

**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; 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. ARBITRATION. [THIS SECTION IS OPTIONAL]**

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. **[INSERT, as applicable, using the offices of the American Arbitration Association or identify another association]** Arbitration shall be initiated by either party making a written demand for arbitration on the other party. **[INSERT, as applicable, “and to the American Arbitration Association or other association.”]** 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.

**XIV. 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.

**XV. 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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.

**XIX. EXHIBITS.**

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

**XX. 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.

**XXI. 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.

**XXII. GOVERNING LAW.**

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

**XXIII. 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: \_\_\_\_\_

**ADDENDUM I**

The following change should be made for Agreements in which SCHOOL is responsible for payment of TRAINEES' salaries, benefits and insurance and there is no reimbursement by AFFILIATE.

Page 11, sections III.A. and B. - These paragraphs should be deleted and replaced by the following:

“A. TRAINEES shall be compensated by SCHOOL for payment of salaries and benefits.”

**ADDENDUM II**

All of the following changes should be made for agreements in which AFFILIATE employs TRAINEES and pays for their salaries, benefits and insurance.

1. Page 12, section IV.A. should be deleted and replaced by the following:

“A. TRAINEES are and at all times during this Agreement shall be employees of AFFILIATE. AFFILIATE shall pay TRAINEES their salaries and benefits. Such benefits shall include health and dental insurance, workers’ compensation insurance and professional liability insurance, and all applicable taxes and costs under the Consolidated Omnibus Budget Reconciliation Act of 1985 (‘COBRA’) including applicable Medicare taxes, if any.”
2. Page 13, section IX.A. In the third line of the last paragraph, insert the word “TRAINEES” after the word “agents.”
3. Page 15, section IX.B. In the third line of the last paragraph, delete the word “TRAINEES.”
4. Page 16, section X.A. (a) In the second line, delete the word “TRAINEES” and move the word “and” between “employees” and “agents.” (b) In the last line of paragraph A., move the word “or” after “agents,” and add the word “TRAINEES” after the word “agents.”
5. Page 16, section X.B. (a) In the first line, add the word “TRAINEES” after the word “employees.” (b) In the last line, delete the word “TRAINEES” and move the word “or” so it is between “agents” and “employees.”

**ADDENDUM III**

In agreements for the training of medical students, all of the following changes should be made:

1. Page 4, paragraph 2. This paragraph should be deleted and replaced by the following:

“WHEREAS, SCHOOL conducts educational training programs for medical students, hereinafter referred to as “TRAINEES,” and desires access to facilities in which TRAINEES can obtain broader learning experiences; and. . .”

2. Page 6, section I.C.3. Delete the last sentence of the paragraph. You may want to reference and attach an Exhibit setting forth agreed upon hours for medical students.
3. Page 11, section III.A. Delete this paragraph in its entirety.
4. Page 15, section IX.B.3. Delete this paragraph in its entirety. Medical students are not covered by workers’ compensation.