

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # *B-22

Urgent Routine

AGENDA DATE June 5, 2001

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT:

APPROVAL OF AFFILIATION AGREEMENT #00-01127A BETWEEN THE COUNTY OF STANISLAUS AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DAVIS SCHOOL OF MEDICINE FOR THE PERIOD OF JULY 1, 2000 THROUGH JUNE 30, 2005.

STAFF
RECOMMEN-
DATIONS:

1. APPROVAL OF AFFILIATION AGREEMENT #00-01127A BETWEEN THE COUNTY OF STANISLAUS AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DAVIS SCHOOL OF MEDICINE, FOR THE PERIOD OF JULY 1, 2000 THROUGH JUNE 30, 2005.
2. AUTHORIZE THE CHAIRMAN OF THE BOARD TO SIGN THE AFFILIATION AGREEMENT.

FISCAL
IMPACT:

Approval of this Agreement will have no impact on the County General Fund or HSA budget. This Agreement will provide educational experiences for medical school students, resident physicians and fellows, and Family Nurse Practitioner/Physician's Assistant students who are enrolled in University of California, Davis School of Medicine. These are short term educational opportunities for the students. There is no direct linkage with the Family Medicine Residency Program, which is covered under a separate affiliation agreement.

BOARD ACTION AS FOLLOWS:

No. 2001-392

On motion of Supervisor Simon, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

Motion:

SUBJECT: APPROVAL OF AFFILIATION AGREEMENT #00-01127A BETWEEN THE COUNTY OF STANISLAUS AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DAVIS SCHOOL OF MEDICINE, FOR THE PERIOD OF JULY 1, 2000 THROUGH JUNE 30, 2005

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DISCUSSION: Prior affiliation agreements between the University of California, Davis, and the County of Stanislaus combined the Family Medicine Residency Program and education experiences for medical students, residents, fellows and Family Nurse Practitioner/Physician's Assistant students. In 2000, it was decided that separate agreements should be developed.

A separate Affiliation Agreement covering the Family Medicine Residency Program was approved by the Board of Supervisors in August, 2000.

The County benefits from providing students from the University of California, Davis School of Medicine educational opportunities within its health care system. Some medical students have selected our residency program to continue their education and mid-level providers have joined our staff upon graduation.

The term of this Affiliation Agreement is from July 1, 2000 through June 30, 2005, unless terminated by either party. Authorization is requested for the Chairman of the Board to sign the Agreement on behalf of the County.

**POLICY
ISSUES:**

Approval of the Affiliation Agreement with University of California, Davis School of Medicine will allow the Health Services Agency and the Residency Program to continue to provide quality educational opportunities for students in the medical education program during the term of the agreement.

**STAFFING
IMPACTS:**

None.

2001 JUN -1 P 2: 12

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COUNTY OF STANISLAUS

THIS AFFILIATION AGREEMENT is made and entered into by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, Davis SCHOOL OF MEDICINE ("SCHOOL"), and COUNTY OF STANISLAUS ("AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts medical education programs for medical students, resident physicians and fellows, and Family Nurse Practitioner students and Physician Assistant students (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 ambulatory clinic 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.

1. The University's participation in medical education pursuant to this Affiliation Agreement shall extend only to individuals formally admitted to and enrolled in the UC Davis School of Medicine as medical students, resident physicians, or fellows, Family Nurse Practitioner students or Physician Assistant students ('TRAINEES')."

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 relevant program ("Program") or should possess suitable equivalent qualifications as an instructor, clinician, and administrator, as determined by SCHOOL.

1. In the case of a Family Nurse Practitioner student TRAINEE or a Physician Assistant student TRAINEE, supervision and management of her/his performance may be provided either by FACULTY or by a health care professional who has medical staff privileges at the relevant AFFILIATE FACILITY and with whom the UNIVERSITY has executed a Preceptorship Memorandum of Understanding for supervision of the TRAINEE. The FACULTY member or Preceptor must be physically present in the facility to supervise the Family Nurse Practitioner student TRAINEE or Physician Assistant student TRAINEE.

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 1 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 ambulatory clinics' premises located in Stanislaus County 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. Be responsible for providing that each TRAINEE performing at AFFILIATE'S facility in course and scope of a Program pursuant to this Agreement shall be supervised at all times by a FACULTY member appropriately credentialed and privileged for the relevant clinical services, which FACULTY member shall be identified to the TRAINEE in advance of TRAINEE'S performance and shall be personally available to the TRAINEE at all times the TRAINEE is performing under this Agreement.

1. In the case of a Family Nurse Practitioner student TRAINEE or a Physician Assistant student TRAINEE, supervision and management of her/his performance may be provided either by FACULTY or by a health care professional who has medical staff privileges at the relevant AFFILIATE FACILITY and with whom the UNIVERSITY has

executed a Preceptorship Memorandum of Understanding for supervision of the TRAINEE. The FACULTY member or Preceptor must be physically present in the facility to supervise the Family Nurse Practitioner student TRAINEE or Physician Assistant student TRAINEE.

C. 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. 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.

D. 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.

E. 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.

F. 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, and lockers, and appropriate access to on-call rooms and bathroom/shower facilities;

G. Maintain its licensure 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.

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

I. 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 Practitioner Data Bank or the Medical Board of California in which a SCHOOL faculty member or TRAINEE is named.

J. 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).

K. 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.

III. COMPENSATION.

There is no AFFILIATE reimbursement to SCHOOL for residency and/or fellowship program costs pursuant to this Agreement.

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.

4. Participate, as appropriate, in AFFILIATE programs and medical staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.

5. 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.

A. Commencing on the date of execution of this Agreement and subject to the provision of Section II. hereof, SCHOOL may 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 be effective for the period July 1, 2000 through June 30, 2005, 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 three million dollars (\$3,000,000) 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 three million dollars (\$3,000,000) 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. 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. The parties understand and agree that this Agreement is separate and distinct from any affiliation agreement(s) executed by the parties on the subjects of AFFILIATE'S residency programs for which AFFILIATE maintains accreditation, including but not limited to AFFILIATE'S Family Practice residency program.

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: Business Contracts
 University of California
 One Shields Avenue
 Davis, CA 95616-8800

TO AFFILIATE: Managing Director
 Stanislaus County Health Services Agency
 P.O. Box 3271
 Modesto, CA 95353

The parties have executed this Agreement as set forth below.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

By: *Jo Clare Peterman*
Jo Clare Peterman
Title: Business Contracts Officer
Date: 1/4/01

COUNTY OF STANISLAUS

By: *Bob Baul*
Title: Chair, Board of Supervisors
Date: June 5, 2001

**APPROVED
AS TO FORM**

APPROVED AS TO FORM AND LEGAL PROPRIETY

Don Wray
COUNTY COUNSEL
DATE 5/2/02

EXHIBIT 1

UNIVERSITY ENDORSED GUIDELINES CONCERNING
THE HOURS AND WORKING CONDITIONS OF RESIDENT PHYSICIANS

The University of California sponsors graduate medical education programs in multiple medical and surgical specialties at each of its five academic medical centers. Among the primary objectives of the University in sponsoring such programs are the provision of quality education and training opportunities to resident physicians, as well as the provision of quality health services to patients.

While the University recognizes that neither the medical needs of patients, nor the professional responsibilities of their physicians, begin or end at arbitrarily defined hours, the University nevertheless endorses the establishing of the following guidelines concerning the hours and working conditions of resident physicians:

- * A maximum in-house work-week of 80 hours per week averaged over a four week period with in-house on-call duty scheduled no more frequently than every third night. Occasional exceptions to this limit may occur in certain specified circumstances (e.g., providing continuity of patient care or taking advantage of unique educational opportunities). Such exceptions, however, are expected to be approved by the Program Director, and are expected to be unusual;
- * A maximum work shift of 12 hours in the emergency room for physicians with primary patient-care responsibility. For other areas of the hospital, each institution and/or program should define a limit on the number of hours during a shift in which new patients can be seen. Rotations on high-intensity services should be limited and appropriately spaced;
- * Regularly scheduled minimum time-off, coordinated and approved by Program Director, to include:
 - * two 24-hour periods within a 2-week period, linked or unlinked;
 - * two weeks of vacation time per year, and an additional week of educational leave;
- * Sleep and rest, eating, bathroom and shower facilities that provide privacy, security, sound-proofing and quiet, good ventilation, and convenient telephones; and
- * Ancillary support services that provide, in as far as possible, 24-hour phlebotomy and IV services; 24-hour access to medical records, and to radiology, laboratory, and other diagnostic services; transport and escort services; and ward secretarial services.