



Interim Policy: Affiliations with Certain Healthcare Organizations

Responsible Officer:	EVP – University of California Health
Responsible Office:	UCH – University of California Health
Issuance Date:	9/22/2021
Effective Date:	9/22/2021
Last Review Date:	New Policy
Scope:	All University of California locations and programs that operate medical centers or that procure, provide, manage, administer, or otherwise arrange for the provision of healthcare services; or that educate health professions students, residents, fellows, or other trainees.

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I. POLICY SUMMARY

The University’s medical centers and health professional schools regularly enter into Affiliations with other health care organizations to improve quality and access for the people

of the State of California, particularly those in medically underserved communities, and to support the University's education and research mission. Some of those organizations have instituted Policy-Based Restrictions on care that restrict doctors and other health professionals from providing evidence-based prevention, diagnosis, and treatment. The purpose of this policy is to establish standards for affiliation with such organizations that protect and advance the University's values, as well as its commitment to inclusion, diversity, equity, and accountability, and ensure such Affiliations do not compromise the University's commitment to evidence-based care for all patients.

II. DEFINITIONS

Affiliation: A contract or other arrangement between: (i) the University or any of its components (e.g., campus, medical center, clinic) and; (ii) a Covered Affiliate, through which the University, directly or through its Personnel or Trainees, provides or purchases health care services. For purposes of this policy, health care services refer to any services provided in a facility licensed by the California Department of Public Health or exempt from licensure under Cal. Health & Safety Code 1206; by a health care provider (HCP) licensed or otherwise permitted to practice under Cal. Bus. & Prof. Code, Division 2 (Healing Arts); or by a student, resident, or fellow under a licensed HCP's supervision.

Covered Organization: A health care provider, health plan, or other organization owning or operating locations where Health Care Services are provided in the United States, that has adopted or operates pursuant to Policy-Based Restrictions on Health Care Services. A Covered Organization with which the University has established an Affiliation is a **Covered Affiliate**.

Health Care Services: Items and services reimbursable by the Medi-Cal program or by any Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7b(f)).

Personnel: University-employed faculty and staff.

Policy-Based Restrictions: Restrictions imposed by a Covered Affiliate, directly or through its governing body or sponsors (or, in the case of a government agency or subdivision, as a matter of law, regulation, or agency directive), on evidence-based Health Care Services within the scope of a health care provider's license. This term does not refer to services that the Covered Affiliate is unable to provide to ANY patient due to absence of necessary equipment, or qualified personnel, lack of applicable licensure or accreditation, or lack of financial resources; or that the Covered Affiliate limits or restricts as a result of credentialing, privileging, and utilization review policies or processes consistent with California Law and Medicare Conditions of Participation.

Trainees: Medical, nursing, and other health professional students and residents enrolled in University-sponsored educational programs.

University of California Health (UCH): The University's medical centers, clinics, faculty practice plans, and schools of medicine, nursing, pharmacy, and dentistry.

III. POLICY TEXT

A. Statement of Nondiscrimination. The University prohibits discrimination against any person employed; seeking employment; applying for or engaged in a paid or unpaid internship or training program leading to employment; volunteering; or providing services to the University pursuant to a contract; as well as any person participating in a University-sponsored health education, training, or clinical program, on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veterans, or any other basis prohibited by Federal or State law.

B. General Requirements for Affiliations

1. Under no circumstances may a Covered Organization be granted responsibility or authority to operate or manage a UC facility or program on behalf of the University, or the right to interfere in any way with the University's plenary authority to operate and manage its facilities and programs.
2. Each UCH location must monitor the quality of care provided at a Covered Affiliate's facility related to services provided by UC Personnel or Trainees, consistent with existing system-wide quality guidelines for UCH affiliations generally. A sample of such guidelines is attached as Appendix A: Quality Guidelines.
3. A guiding principle for all arrangements with Covered Affiliates is the University's commitment to its public service mission, including its commitment to improve health and health care for all people living in California. To that end:
 - a. Each location must document for consideration in the approval process the rationale for the Affiliation, including:
 - (1) any risks and anticipated benefits to the University's education, research and service missions; (2) any risks and anticipated benefits to the broader patient community; and (3) the consequences of not proceeding with the Affiliation.
 - b. Each location must verify that access to services like abortion, contraception, assisted reproductive technologies, gender-affirming care, and end of life care will be maintained or improved as a result of the Affiliation.
 - c. Each location must develop a process to facilitate timely access by University patients or patients receiving care from University Personnel or Trainees to University (or other non-Covered Organizations, as may be appropriate) facilities for services that are not provided at a Covered Affiliate's facility.

C. Requirements for Affiliation Agreements. Every Affiliation must:

1. Include provisions: (i) reciting UC's non-discrimination policy, as described in Section III(A) above; (ii) requiring that all parties certify compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including Cal. Civ. Code § 51 (prohibiting discrimination on the basis of sex [including

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- pregnancy and childbirth as well as gender, gender identity, and gender expression], race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status); and (iii) requiring that all parties offer any procedure or service that they choose to provide at their respective facilities or through their respective employees or contractors on a non-discriminatory basis. Model language to address these requirements is included in Appendix B: Non-Discrimination Addendum.
2. Document that the University's evidence-based standards of care govern the medical decisions made by its Personnel and Trainees.
 3. Explicitly confirm that UC Personnel and Trainees working or training at a Covered Affiliate's site will have the ability and right to: (i) make clinical decisions consistent with the standard of care and their independent professional judgment, respecting the needs and wishes of each individual patient; (ii) inform patients of all of their health care options; (iii) prescribe any interventions that are medically necessary and appropriate; (iv) transfer or refer patients to other facilities whenever they determine it is in the patient's interests; and (v) provide any item or service they deem in their professional judgment to be necessary and appropriate in the event of an emergency, without restriction, and without seeking approval from any non-provider, including any items or services where referral or transfer to another facility would, in their sole professional judgment, risk material deterioration to the patient's condition.
 4. Recite that, under the California Constitution UC must be "entirely independent of political or sectarian influence in the ... administration of its affairs."
 5. Be free of any provision that purports to require the University or its Personnel or Trainees to enforce or abide by any Policy-Based Restrictions on care, including, but not limited to, religious directives.
 6. Permit the University to terminate the agreement if the University determines, in its sole discretion, that continued performance of the agreement would be incompatible with the University's policies or values or that the Covered Affiliate has breached the agreement's terms relating to University providers' freedom to make clinical decisions, counsel, prescribe for, and refer or transfer patients, or to provide any emergency item or service, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient's condition, as described above.
 7. Be approved by the applicable Chancellor(s). Chancellors may delegate this authority, but it may not be redelegated thereafter.

D. Protections for University Personnel, Trainees, and Patients

1. No UC Personnel or Trainees will be compelled to work or train at a facility that has adopted Policy-Based Restrictions on care. UCH locations must inform any Personnel or Trainees who are invited to staff or train at a Covered Affiliate's site: (i) of the site's Policy-Based Restrictions on care; (ii) of any requirements the site has adopted that such individuals certify adherence to Policy-Based Restrictions on care and the contractual agreements that nevertheless protect their rights to make clinical decisions, counsel, prescribe, and refer or transfer, as well as to

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- provide emergency items and services, without limitation, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient's condition; and (iii) that working or learning at the Covered Affiliate site is entirely voluntary and that if they have an objection, alternative sites will be identified.
2. Each UCH location must document and communicate to its Personnel and Trainees voluntarily performing services or training at such facilities the expectation that they adhere to evidence-based standards of care and their professional judgment wherever they are providing services.

E. Process for Collecting and Responding to Concerns and Complaints

1. Each UCH location must identify for all of its Personnel and Trainees working at a Covered Affiliate a contact at the UCH location to whom they can reach out for assistance if they believe that their professional judgment or freedom to counsel patients, prescribe medication or services, refer or transfer them to UC or other alternative locations for care, or provide emergency items and services, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient's condition, is being impeded in any way at the Covered Affiliate's facility.
2. Each UCH location must establish a formal process for UCH patients receiving care at Covered Affiliate facilities to share concerns or complaints regarding access to comprehensive health care services or discrimination in the provision of such services.
3. Each UCH location must identify an individual employed by the University and charged with reviewing and promptly resolving patient, Personnel, and Trainee concerns or complaints related to care received or provided through Covered Affiliates. Any concerns raised about perceived impediments to accessing comprehensive reproductive health care, gender affirming services, or end-of-life care must be reported promptly to the UCH location's Chief Executive Officer or designee.

F. Transparency and Reporting

1. Each UCH location must develop a mechanism to inform its patients of limitations on services provided at a Covered Affiliate's facility that might otherwise be offered if the patient were at the UC facility. At a minimum, such limitations must be published on any UC websites that reference the Affiliation.
2. In the limited circumstances where a UCH provider refers a patient to a facility with known restrictions, the provider must proactively inform the patient about the restrictions and alternative options at UCH or other facilities.
3. Beginning in August 2022, each UCH location must provide a written report annually to the Regents Health Services Committee for the previous fiscal year: (i) documenting performance on standardized quality indicators; (ii) listing all new or renewed arrangements with institutions that have adopted Policy-Based restrictions on care; (iii) summarizing complaints or grievances received from patients, Personnel, and Trainees, as well as their resolution; and (iv) reporting on any identified non-compliance with the above standards. The first report on

standardized quality indicators will be due in August 2023, covering the 2022-2023 fiscal year.

G. Compliance and Enforcement

1. Each UCH location must adopt the attached Non-Discrimination Addendum and Affiliations Checklist and fully implement them in all current Affiliations with Covered Organizations no later than December 31, 2023. See Appendices B: Non-Discrimination Addendum and C: Affiliations Checklist.
2. Agreements that use the standard language and meet all elements of the checklist must be reviewed by the appropriate local contracting office; any deviation from the standard language must be escalated to local health system counsel and the Vice Chancellor for Health Sciences or designee for further review to confirm that the non-standard language substantively adheres to all requirements of Regents Policy 4405 and this policy. On campuses without a Vice Chancellor for Health Sciences, the escalation shall be made to the Chancellor or Chancellor's designee.
3. Any new or renewed Affiliation must be submitted with accompanying documentation of the rationale and impact to the Chancellor or designee for review and approval prior to execution.
4. The Office of Ethics, Compliance, and Audit Services (ECAS) may audit implementation of and compliance with this policy at any time. At a minimum, however, following expiration of the December 2023 deadline, ECAS is requested to conduct an audit of an appropriate sample of then-current contracts with Covered Affiliates to ensure their adherence to the contracting guidelines. Thereafter, the frequency and scope of such audits will be determined by ECAS in consultation with the Chairs of the Regents Compliance & Audit Committee and Regents Health Services Committee.
5. The University must not enter any new Affiliation that fails to meet these requirements after July 1, 2021. Any existing Affiliation that does not meet these requirements must be amended to comply with this policy or be phased out no later than December 31, 2023.

H. Joint Clinical Advisory Committee

The Executive Vice President for UCH and the Chair of the Academic Senate will establish and co-chair a joint clinical advisory committee to review the above reports when issued, solicit feedback from stakeholders, and provide input on UCH's policies on Affiliations with institutions that have adopted Policy-Based Restrictions on care. The committee will be comprised of: (i) the Executive Vice President for UCH or designee, (ii) the Academic Senate Chair or designee, (iii) the Chief Medical Officer of each UC academic health system or designee, (iv) an Academic Senate appointee who is an active (at least 0.5 FTE) clinician from each campus with an academic health system; and (v) three additional members selected by the President not representing either UCH or the Academic Senate.

IV. COMPLIANCE / RESPONSIBILITIES

See Appendix D: Policy Compliance Checklist

V. PROCEDURES

- A. Each location may establish local procedures to facilitate implementation of this policy

VI. RELATED INFORMATION

- A. [Regents Policy 4405: Policy on Affiliations with Healthcare Organizations that Have Adopted Policy-Based Restrictions on Care](#)
- B. [Regents Policy 1111: Policy on Statement of Ethical Values and Standards of Ethical Conduct](#)
- C. [University of California – Policy on Discrimination, Harassment, and Affirmative Action in the Workplace](#)
- D. University of California – [Whistleblower Policy](#) and [Whistleblower Protection Policy](#)
- E. Delegations of Authority [DA0916](#), [DA1013](#), and [DA2594](#)

VII. FREQUENTLY ASKED QUESTIONS

[RESERVED]

VIII. REVISION HISTORY

September 22, 2021: New interim policy issuance date.

This Policy is formatted to meet Web Content Accessibility Guidelines (WCAG) 2.0.

IX. APPENDIX

- A. SAMPLE Quality Guidelines [RESERVED]
- B. Non-Discrimination Addendum
- C. Affiliations Checklist
- D. Policy Compliance Checklist

**UNIVERSITY OF CALIFORNIA HEALTH
NON-DISCRIMINATION ADDENDUM**

This addendum (“Addendum”), effective _____, supplements any and all agreements between _____ (“Affiliate”) and The Regents of the University of California, on behalf of University of California Health and its affiliated medical centers, clinics, health professional schools, and faculty practice plans (“University” or “UC Health”), including its faculty, staff, and trainees working or training in Affiliate’s facilities. Affiliate and UC Health are individually referred to as a “Party” and collectively as the “Parties” below.

WHEREAS, University of California is a nationally-recognized academic institution, which includes medical centers located throughout California that are leaders in providing medical and surgical care to patients through owned and operated hospitals, clinics, and physician practices; and is committed to the highest standards in patient care, research, and teaching. The University of California is a public trust established by the California Constitution, required to be entirely independent of political or sectarian influence and kept free therefrom in the administration of its affairs. The University prohibits discrimination against any person employed; seeking employment; applying for or engaged in a paid or unpaid internship or training program leading to employment; volunteering; or providing services to the University pursuant to a contract; as well as any person participating in a University-sponsored health education, training, or clinical program, on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veterans, or any other basis prohibited by Federal or State law;

WHEREAS, Affiliate _____ ;

WHEREAS, the Parties have entered into agreements pursuant to which University of California-affiliated physicians, non-physician providers, residents, fellows, students, and other healthcare practitioners (“UC Personnel and Trainees”) provide services or participate in training at Affiliate-affiliated locations (“Service or Training Agreements”);

WHEREAS, the Parties desire to set forth a common set of principles that govern all Service or Training Agreements;

NOW, THEREFORE, in consideration of the foregoing, the covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Mutual Representation. By executing this Addendum, the Parties each certify their respective compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including Cal. Civ. Code § 51 (prohibiting discrimination on the basis of sex [including pregnancy and childbirth as well as gender, gender identity, and gender expression], race, color, religion, ancestry, national origin, disability, medical condition, genetic information,

marital status, sexual orientation, citizenship, primary language, or immigration status). Specifically, Affiliate offers any procedure it chooses to provide at Affiliate's facilities or through its personnel or trainees on a non-discriminatory basis, and UC Health offers any procedure it chooses to provide at its facilities or through UC Personnel and Trainees on a non-discriminatory basis.

2. Expectations of UC Faculty, Staff, and Trainees. The Parties hereby express their mutual agreement and expectation that UC Personnel and Trainees working or training at Affiliate's facilities shall at all times have the right and ability to: (i) make clinical decisions consistent with the standard of care and their independent professional judgment, respecting the needs and wishes of each individual patient; (ii) inform patients of all of their health care options; (iii) prescribe any interventions that are medically necessary and appropriate; (iv) transfer or refer patients to other facilities whenever they determine it is in the patient's interests; and (v) provide any item or service they deem in their professional judgment to be necessary and appropriate in the event of an emergency, without restriction, and without seeking approval from any non-provider, including any items or services where referral or transfer to another facility would, in their sole professional judgment, risk material deterioration to the patient's condition. Nothing herein shall be interpreted to permit or encourage any healthcare provider to deliver an item or service prohibited by law or without informed consent as required by law.

3. Amendment. The Parties hereby amend all Service and Training Agreements to:

a. Delete any requirement that the University of California comply with policy-based restrictions on care or that the University require UC Personnel and Trainees to comply with policy-based restrictions on care, whether stated expressly or through reference to other policies and procedures.

b. Include the following mutual obligations and termination right:

“Mutual Obligations and Termination Upon Jeopardy to Organizational Values. Each Party shall be solely and exclusively responsible for implementing and enforcing its policies, standards, and values. In the event either Party determines, in its sole discretion or judgment, that continued performance of this Agreement is incompatible with its policies, standards, or values, that Party shall immediately notify the other of the determination and, if the Parties are unable to resolve the problem, the Party that has made the determination may terminate this Agreement pursuant to the following paragraph. The Parties shall use their best efforts to assure continuity of patient care during the resulting transition.

“Each Party may terminate this Agreement upon any act or omission of the other Party that in its sole discretion or judgment materially jeopardizes the organizational values of the terminating Party, if such act or omission is not cured to the satisfaction of the terminating Party in its sole discretion or judgment within 10 days after written notice is given to the other Party. In the event of such termination, the Parties shall immediately work in good faith on a post-

termination transition plan to assure patient safety and, as applicable, educational program continuity.”

4. Indemnification. For any Service or Training Agreement that includes an indemnification provision, the indemnification provision shall apply only to the extent permitted by law.

5. Dispute Resolution. For any Service or Training Agreement that includes a dispute resolution provision, the dispute resolution provision shall not apply to any matter committed to a Party’s sole discretion pursuant to the Agreement or this Addendum.

6. Conforming Amendments. The Parties hereby conform all Service or Training Agreements to be consistent with the provisions of this Addendum. In the event of a conflict between any provision of a Service or Training Agreement and this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the Parties execute this Addendum as of the date set forth above.

The Regents of the University of California, on behalf of University of California Health

Carrie L. Byington, MD, Executive Vice President for University of California Health

Date

Affiliate:

Date

Covered Organization Affiliation Agreement Checklist

Name of Organization ("CA"): _____

Name and Brief Description of Affiliation: _____

Quality Oversight Framework: _____ Responsible Executive: _____

- The above CA has no responsibility or authority to operate or manage a UC facility or program on behalf of the University.
- The rationale for the affiliation and its anticipated impact are as follows: _____
At a minimum, describe [i] any risks and anticipated benefits to the University's education, research and service missions; [ii] any risks or anticipated benefits to the broader patient community; and [iii] the consequences of not proceeding with the transaction – attach a separate sheet if necessary.
- Access to restricted services like abortion, contraception, assisted reproductive technologies, gender-affirming care, and end of life care will be maintained or improved as a result of the affiliation. Please describe specifics: _____
- Timely access to University (or other non-covered organization) facilities for services not provided at the CA's facility will be assured as follows: _____
- The affiliation agreement includes the following provisions:
- Recitation of UC's non-discrimination policy.
 - All parties certify compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including Cal. Civ. Code § 51.
 - All parties certify that they offer any procedures or services they choose to provide at their respective facilities or through their respective employees on a non-discriminatory basis.
 - Confirmation that the University's evidence-based standards of care govern the medical decisions made by University faculty, staff and trainees (as applicable).
 - Confirmation that UC faculty, staff and trainees (as applicable) will: (i) make clinical decisions consistent with the standard of care and their independent professional judgment, respecting the needs and wishes of each individual patient; (ii) inform patients of all of their health care options; (iii) prescribe any interventions that are medically necessary and appropriate; (iv) transfer or refer patients to other facilities whenever they determine it is in the patient's interests; and (v) provide any items or services they deem in their professional judgment to be necessary and appropriate in the event of an emergency, without restriction and without seeking approval from any non-provider, including any items or services where referral or transfer to another facility would, in their sole professional judgment, risk material deterioration to the patient's condition.
 - Recital that, under the California Constitution, the University must be "entirely independent of political or sectarian influence in the ... administration of its affairs."
- The agreement does not include any provision that purports to require the University or its personnel or trainees to abide by any other policy-based restrictions on care, including religious directives.
- The agreement provides that the University may terminate for convenience and/or may terminate the agreement if the University determines, in its sole discretion, that continued performance of the agreement would be incompatible with the University's policies or values or that the affiliate has breached the agreement's terms relating to University providers' freedom to counsel, prescribe for, and refer patients, or to provide any necessary items and services to any patients for whom referral or transfer to another facility would risk material deterioration to the patient's condition.

Any UC personnel or trainees who may be assigned to the CA have been informed or promptly will be informed: (i) that their assignment to the CA is voluntary; (ii) of the CA's restrictions on care; (iii) any requirements the CA has adopted that they certify adherence to policy-based restrictions on care; (iv) the contractual agreements that nevertheless protect their rights to counsel, prescribe, and refer, as well as to provide emergency items and services, without limitation, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient's condition; (v) the expectation that they adhere to evidence-based standards of care and their professional judgment wherever they are providing services; and (vi) the identity of the office or person to whom complaints or concerns regarding care delivered or received at the CA may be directed.

The agreement contains (check the appropriate box): the UCH Non-Discrimination Addendum (Appendix B to the University Policy on Affiliations with Certain Healthcare Organizations) alternative language confirmed by local health system counsel and the Vice Chancellor for Health Sciences or designee to substantively adhere to all of the requirements of Regents Policy 4405.

Verified by: Location Contracting Office: _____

Signature: _____

Name: _____ Title: _____ Date: _____

Deviation Review (if required): VC Health Sciences VC Health Science's Designee

Signature: _____

Name: _____ Title: _____ Date: _____

Approved by: Chancellor Chancellor's Designee

Signature: _____

Name: _____ Title: _____ Date: _____

UC HEALTH AFFILIATIONS POLICY COMPLIANCE CHECKLIST

Deadline	Action	Responsible Party/Notes
7/01/2021	Moratorium on New Non-Compliant Agreements with Covered Affiliates ¹	UC Health, Locations, UC Legal
7/22/2021	Regents Approval of Final Regents Policy	Board
TBD*	Issue Interim Presidential Policy and Initiate Notice and Comment Period for Final Presidential Policy	UC Health
TBD*	Train Strategy, Network Development, and Other Responsible Contracting Staff on Policy and Local Implementing Procedures	UCH Locations
TBD*	EVP UCH + Academic Senate Chair Establish Joint Clinical Advisory Committee; President Names 3 Representatives	UC Health, Academic Senate, PEO
TBD*	Develop Mechanism to Inform Patients of Limitations on Services at Covered Affiliates	UCH with UCH Locations
TBD*	Develop Standardized Communication to UCH Faculty, Staff, and Trainees Working or Training at Covered Affiliates	UCH with UCH Locations
TBD*	Develop Process and Contact/Ombuds for Faculty/Staff/Trainee and Patient Complaints and Concerns – Assure Appropriate Escalation to CEOs/Designees	UCH Locations
12/31/2021	Target for Amendment of Master Agreements or Amendments with Major Affected Affiliate Systems – <i>if/as possible</i>	Adventist Health, Dignity Health, Indian Health Service, Providence, Veterans Administration, Loma Linda
TBD*	DRAFT Location Reports to UCH	UCH Locations
6/2022 and Annually Thereafter	MBM to HSC: (i) documenting performance on standardized quality indicators; (ii) listing all new or renewed arrangements with covered organizations; (iii) summarizing complaints or grievances and resolution; and (iv) reporting on any identified non-compliance	UCH Locations via UCH and SCOS
TBD*	First Audit to Begin	ECAS/Campus Internal Audit
12/31/2023	Amend all Agreements with Covered Affiliates in Compliance with the Regents and Presidential Policies, or Terminate any that are Non-Compliant	UCH Locations

* Dates will depend on adoption of interim presidential policy and of final presidential policy.

¹ Per Board directive issued during 6/23/2021 meeting.