
ACADEMIC HEALTH CENTERS

UC Davis Health
UC Riverside Health
UC San Diego Health
UCI Health
UCLA Health
UCSF Health

HEALTH PROFESSIONAL SCHOOLS

Schools of Dentistry
Schools of Medicine
Schools of Nursing
Schools of Optometry
Schools of Pharmacy
Schools of Public Health
School of Veterinary Medicine

INSTITUTES

Global Health Institute

September 13, 2023

CHANCELLORS
ACADEMIC COUNCIL CHAIR STEINTRAGER
LABORATORY DIRECTOR WITHERELL
ANR VICE PRESIDENT HUMISTON

Re: Systemwide Review of Presidential Policy on Affiliations with Certain Health Care Organizations, Implementing Regents Policy 4405

Dear Colleagues:

Enclosed for systemwide review prior to finalization and issuance is the Presidential Policy on Affiliations with Certain Health Care Organizations.

Background:

September 2021: An interim Presidential policy was issued to implement Regents Policy 4405. To protect and advance the University's values, the policy establishes standards for affiliations with health care organizations that have instituted policy-based restrictions on care.

March 2022: A systemwide review of the policy was conducted and extensive engagement with the UC community followed.

Current State: The policy has been revised as result of ongoing efforts by the UC community, the Regents' Health Services Committee, the newly established Joint Clinical Advisory Committee on Covered Affiliations (JCAC), UC Legal and a working group including members from each UC academic health center. Their collective aim was to devise a policy promoting access to high-quality care and countering any form of discrimination.

Key Policy Revisions Include:

- Focus on UC values by enhancing the policy summary statement and addressing the importance of affiliations with government agencies.
- Clarifying roles of UC clinicians and providing definitions for "emergency services" and "emergency medical conditions" in line with EMTALA and the California Department of Managed Health Care.
- Specifying implementation of the voluntary requirement for UC health trainees to support continuity of University training programs.
- Simplified procedures for "limited affiliations", consistent with Regents Policy 4405.

Systemwide Review:

Systemwide review is a public review distributed to the Chancellors, the Chair of the Academic Council, the Director of the Lawrence Berkeley National Laboratory, and the Vice President of Agriculture and Natural Resources requesting that they inform the general University community, especially affected employees, about policy proposals. This is a second systemwide review of the Affiliations Policy and includes a 30-day Senate review.

Employees should be afforded the opportunity to review and comment on the draft policy. Attached is a Model Communication which may be used to inform non-exclusively represented employees about these proposals. The Labor Relations Office at the Office of the President is responsible for informing the bargaining units representing union membership about policy proposals.

Action Requested:

Please review and submit comments or questions by no later than **Friday, October 13, 2023**. Send feedback to: UCH-Affiliations@ucop.edu.

Sincerely,



Talmadge E. King, Jr., MD
Interim EVP, UC Health

Enclosures:

- 1) Draft Presidential Policy on Affiliations with Certain Health Care Organizations (clean copy)
- 2) Draft Presidential Policy on Affiliations with Certain Health Care Organizations (tracked-changes)
- 3) Model Communication

cc:

President Drake
Provost and Executive Vice President Newman
Executive Vice Chancellors/Provosts
Chief Executive Officers, UC Health
Executive Vice President and Chief Operating Officer Nava
Senior Vice President Bustamante
Vice Provost Haynes
Vice President and Vice Provost Gullatt
Vice President Lloyd
Vice President Maldonado
Vice Provosts/Vice Chancellors of Academic Affairs/Personnel
Associate Vice Provost Lee
Associate Vice President Matella
Deputy General Counsel Nosowsky
Deputy General Counsel Woodall
Assistant Vice Provosts/Vice Chancellors for Academic Personnel

Deputy Chief HR Officer and Chief of Staff Henderson
Executive Director Lin
Chief of Staff Beechem
Chief of Staff Kao
Chief of Staff Levintov
Chief Policy Advisor McAuliffe
Director Anders
Director Chin
Director Weston-Dawkes
Associate Director Dicaprio
Associate Director Garcia
Associate Director Teaford
Associate Director Woolston
Assistant Director LaBriola
Manager Crosson
Analyst Durrin
Administrative Officer Babbitt
Policy Advisory Committee



~~Interim Policy:~~ Affiliations with Certain HealthcareHealth Care Organizations

Responsible Officer:	EVP – University of California Health
Responsible Office:	UCH – University of California <u>California</u> Health
Issuance Date:	TBD <u>9/22/2021</u>
Effective Date:	<u>[TBD]</u>
Last Review Date:	New Policy <u>[TBD]</u>
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 <u>health care</u> services; or that educate health professions students, residents, fellows, or other trainees.

Contact:	Zoanne Nelson
Title:	Chief of Staff and Associate VP Operations <u>UC Health Finance and Administration</u>
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I. [POLICY SUMMARY](#)

[The University of California is a public trust established by the California Constitution whose mission is “to serve society as a center of higher learning, providing long-term societal benefits through transmitting advanced knowledge, discovering new knowledge, and functioning as an active working repository of organized knowledge. That obligation, more specifically, includes undergraduate education, graduate and professional education, research, and other kinds of public service, which are shaped and bounded by the central pervasive mission of discovering and advancing knowledge.”](#)

~~The~~[To advance this public mission, the](#) University’s ~~medical~~[health](#) centers, [clinics](#), and health professional schools regularly enter into Affiliations with ~~other~~[public and private](#) health care organizations to improve quality and access for [members of the University community and](#) 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~~[engagement](#) with such ~~organizations~~[Affiliates](#) that protect and advance the University’s [public mission and](#) values, ~~as well as~~[including](#) its commitment to inclusion, diversity, equity, and accountability, and [to](#) ensure such Affiliations do not compromise the University’s commitment to evidence-based care for all patients. [The policy implements Regents Policy 4405. Consistent with Regents Bylaw 13, in the event of any inconsistency between Regents Policy 4405 and this policy, the requirements of Regents Policy 4405 prevail.](#)

II. [DEFINITIONS](#)

Accreditation Standards: [Standards adopted and enforced by an organization responsible for accrediting University of California-owned or -sponsored academic or clinical programs \(Accreditation Organization\). See Appendix A for a current list of Accreditation Organizations.](#)

Affiliate: [A health care provider, health plan, or other entity that owns or operates an organization that provides Health Care Services in the United States and with which the University has established an Affiliation.](#)

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Affiliation: A contract or other arrangement between: (i) the University or any of its components (e.g., campus, ~~medical~~health center, clinic) and; (ii) ~~a Covered~~an 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.~~Health Care Services, educates health professional trainees, or conducts research that involves the performance of Health Care Services. See Appendix B for additional explanation and examples.

Core Rotation: A learning experience mandated by an Accreditation Organization, a professional organization, or the University to meet a required competency or to receive credit for program completion or graduation.

Covered Person or Organization: A health care provider, health plan, or other person or 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 Person or Organization with which the University has established an Affiliation is a **Covered Affiliate** and the arrangement is a Covered Affiliation. Public Affiliates are not Covered Organizations under this policy.

Emergency Services and Emergency Medical Conditions: Emergency Services include medical screening, examination, and evaluation by a health care provider to determine if an Emergency Medical Condition or active labor exists and, if it does, the items and services necessary to relieve or eliminate the emergency medical condition, within the logistical capability of the facility. An Emergency Medical Condition is a condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that absence of immediate medical attention could reasonably be expected to result in: (i) placing the patient's health in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part. The California Department of Managed Health Care states that it is an emergency if waiting to get care could be dangerous to a patient's life or a part of their body; and that a bad injury or sudden serious illness can be an emergency, as can severe pain or active labor. See Appendix C for additional explanation and examples.

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))~~;~~ or services otherwise 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 licensed or otherwise permitted to practice under Cal. Bus. & Prof. Code, Division 2 (Healing Arts); or by a student, resident, or fellow functioning under a licensed health care provider's supervision.

Limited Affiliation: An arrangement with a Covered Affiliate that is limited to any combination of the following activities: (i) incoming affiliations, through which a Covered

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Affiliate's personnel or trainees perform services or receive training at UCH Clinical Locations, subject to University policies, or through which the University agrees to receive patient referrals from a Covered Affiliate site; (ii) observational clinical trials and other research that do not involve the performance of Health Care Services by UC Personnel or Trainees; (iii) space and equipment leases and licenses that do not impose Policy-Based Restrictions on Health Care Services; (iv) incoming transfer agreements with repatriation provisions; or (v) administrative agreements, so long as they do not involve the delivery of or payment for Health Care Services (e.g., an electronic health record service agreement through which the University hosts a Covered Affiliate's medical records system). A Limited Affiliation is not subject to the requirements of Sections III(C)(2-3) or III(D) below.

Personnel: University-employed faculty and staff (the term does not refer to voluntary faculty who support the University's academic mission but who are self-employed or employed by a third party).

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, sponsors, or other non-governmental authority, on~~ Health Care Services within the scope of a health care provider's license. This term does not refer to services that the Covered Affiliate: (i) is barred from performing as a matter of federal or state law, federal or state agency directive, or applicable Accreditation Standard; (ii) 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 (iii) limits or restricts as a result of credentialing, privileging, and utilization review policies or processes consistent with California Law~~law~~ and Medicare Conditions of Participation.

Public Affiliation: An Affiliation with an Affiliate that is owned or operated by a Federal, State, or Local government agency or unit. For purposes of this policy, Federal Public Affiliates include the Veterans Administration, the Indian Health Service, and other Tribal Health Programs. State and Local Public Affiliates include members of the California Association of Public Hospitals (University of California and County public health systems across the State), as well as health care providers owned or operated pursuant to the Local Hospital District Law. In other States, Public Affiliates include academic medical centers owned and operated by State governments and land-grant universities. Public Affiliates are not Covered Organizations for the purposes of this policy.

Sponsoring Location: A University campus or academic health system that initiates, approves, or manages an Affiliation.

Trainees: ~~Medical, nursing, and other health~~ Health professional students ~~and, residents, and fellows~~ enrolled in ~~University-sponsored~~ UCH-operated or -sponsored educational programs (UCH Training Programs).

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UCH Clinical Location: A collection of University buildings and personnel that service a University academic health system, student health or counseling center, or other health delivery site including hospitals, ambulatory surgery centers, outpatient centers, clinics, or other locations where preventive, diagnostic, therapeutic, or other interventional physical or behavioral health care services are provided to UC patients, students, employees, or research participants.

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

UCH Training Program: An undergraduate, graduate, post-doctoral, or professional educational program offered or sponsored by a UC human health professions school (dentistry, medicine, nursing, pharmacy, public health, optometry) or a UC hospital or health system.

III. POLICY TEXTPOLICY TEXT

A. Affiliation Priorities and Accountability

1. *Support for Public Affiliations.* Consistent with its public identity and in support of its public mission, the University acknowledges the critical role that Public Affiliates play in partnering with the University in teaching Trainees, performing research and clinical trials, and improving access to high-quality health care services to all of the people of the State of California.
2. *Approval Authorities.* The Regents have broadly delegated authority for University operations to the President of the University subject to certain retained authorities. The President, in turn, has broadly delegated authority to the Chancellors and the Executive Vice President-UC Health. The appropriate approval authority for an Affiliation in any circumstance depends on the nature and size of the affiliation.
3. *Primary Accountability.* Primary accountability for Affiliations rests with the Sponsoring Location(s), subject to approval and oversight authority reserved to The Regents or vested in applicable University assurance units (e.g., compliance, internal audit, risk services) and external oversight agencies. Sponsoring Locations are responsible for assuring such Affiliations meet the requirements of applicable laws, regulations, Accreditation Standards, and University policies.

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

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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. B. General Requirements for Affiliations with Covered Persons or Organizations

1. University Autonomy for University Facilities and Programs. Under no circumstances may a Covered Organization be granted responsibility or authority to operate or manage a ~~UC facility or program~~ UCH Clinical Location or a UCH Training 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. Quality Monitoring. Each UCH location must monitor the quality of care provided at a licensed hospital owned or operated by a Covered ~~Affiliate's facility~~ Affiliate 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~~ Such quality monitoring is not required in connection with a Limited Affiliation. Current quality measures are attached as ~~Appendix A~~ Appendix D: Quality Guidelines ~~Measures~~.
3. Documentation. 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 public 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 at Covered Affiliates to University facilities (or other non-Covered Organizations, as may be appropriate) ~~facilities~~ for services that are not provided at a Covered Affiliate's facility.

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C. ~~C.~~ Requirements for Affiliation Agreements with Covered Organizations.

Every Affiliation with a Covered Affiliate, other than a Limited Affiliation, must:

1. Include provisions: (i) reciting UC’s non-discrimination policy, as described in Section III(~~AB~~) 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 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~~ Appendix E: 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. [For new or restated Covered Affiliate agreements executed on or after January 1, 2024.] Require the parties to the agreement to exercise reasonable efforts to exchange quality and performance data relevant to the services or programs that are subject to the agreement.

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7. ~~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~~ UC Personnel and Trainees' 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.
8. ~~7.~~ Be approved by the applicable Chancellor(s). Chancellors may delegate this authority, but it may not be redelegated thereafter.

D. ~~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 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.~~

1. Assignments to Covered Affiliates are voluntary.

- a. Personnel. UCH locations must inform any Personnel who are invited to staff a Covered Affiliate's site: (i) that the site has adopted Policy-Based Restrictions on care; (ii) that some sites have adopted requirements that individuals staffing a Covered Affiliate site certify adherence to Policy-Based Restrictions on care, but that the contractual agreements the University has established with these sites nevertheless protect the rights of UC Personnel described in Section III.D.3 above; and (iii) that working at the Covered Affiliate site is entirely voluntary.
- b. Trainees. UC Training Programs shall inform applicants to programs with Core Rotations scheduled at a Covered Organization about this policy and the fact that such required rotations will occur at a Covered Organization. A Sponsoring Location's designated institutional official (DIO), program director (PD), or designee shall, upon receipt of a UC Trainee's objection to assignment at Covered

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Affiliate sites, attempt to identify alternative sites with the necessary faculty, resources, and clinical/educational experiences to comply with applicable Accreditation Standards, specialty board, and institutional requirements while maintaining a consistent training experience for all UC Trainees and consistent program funding. If an alternative site is found, the Trainee will be reassigned to the alternative site. If an alternative site is not found, the DIO, PD, or designee shall inform the Trainee and the relevant Dean. The trainee must be given the option to train at that Covered Affiliate site, or to find another program if possible.

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. ~~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~~ exercise any of the rights described in Section III.D.3 above, is being impeded in any way at the Covered Affiliate's facility.
2. Each UCH location must establish a formal process for ~~UCH~~ patients of UCH Personnel receiving care at Covered Affiliate facilities to share concerns or complaints regarding access to ~~comprehensive health care services~~ Health Care Services or discrimination in the provision of such services.
3. Each UCH ~~location~~ Clinical 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~~ gender-affirming services, or end-of-life care must be reported promptly to the UCH location's Chief Executive Officer or designee.

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F. ~~F.~~ Transparency and Reporting

1. Each UCH ~~location~~Clinical Location must develop a mechanism to inform its patients of limitations on ~~services~~Health Care Services provided at a Covered Affiliate's facility that might otherwise be offered if the patient were at the ~~UC facility~~UCH Clinical Location. 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~~from a UCH Clinical Location to a Covered Affiliate, the facility, clinic, or clinician must proactively inform the patient about the restrictions and alternative options at UCH Clinical Locations or other facilities (for example, by documenting the information in the patient's discharge instructions).
3. ~~Beginning in August 2022, each~~Each UCH location must provide a written report annually to the Regents Health Services Committee for the previous fiscal year:
 - (i) documenting performance by Covered Affiliates that are licensed hospitals on standardized quality indicators described in Appendix D;
 - (ii) listing all new~~-or,~~ renewed, expanded, and terminated arrangements with ~~institutions that have adopted Policy-Based restrictions on care~~Covered Affiliates; (iii) summarizing complaints or grievances received from patients, Personnel, and Trainees receiving Health Care Services, working, or training at Covered Affiliates, as well as their resolution; and (iv) reporting on the outcome of any audits and 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. ~~G.~~ Compliance and Enforcement

1. Each UCH ~~location~~Clinical Location must adopt the attached Non-Discrimination Addendum and Affiliations Checklist and fully implement them in all ~~current Affiliations with~~applicable Covered OrganizationsAffiliation agreements no later than December 31, 2023. See Appendices **BE**: **Non-Discrimination Addendum** and **CF**: **Affiliations Checklist**.
2. ~~Agreements~~Covered Affiliate agreements that use the standard language of the Non-Discrimination Addendum and meet all elements of the ~~checklist~~Affiliations Checklist must be reviewed by the appropriate ~~local~~Sponsoring Location's contracting office or other office designated or approved by the Chancellor; any deviation from the standard language must be escalated to ~~local~~the Sponsoring Location's health system counsel and the Vice Chancellor for Health Sciences or designee for further review to confirm that the non-standard language substantively

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adheres to all requirements of ~~Regents Policy 4405~~[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, [or expanded Covered](#) Affiliation must be submitted with accompanying documentation of the rationale and impact to the Chancellor or designee for review and approval prior to execution. [An expanded affiliation is one where new services are added \(for example, where UCH contracts with a Covered Affiliate to provide Family Medicine services, and then adds Internal Medicine or Pediatrics\).](#)
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 [Covered](#) 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. ~~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 [Section III\(A\)\(3\)](#) and [Appendix D](#)~~G~~: ~~Policy Compliance Checklist~~[POLICY COMPLIANCE CHECKLIST](#)

University of California — INTERIM Policy
Affiliations with Certain Healthcare Organizations

V. PROCEDURES

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

VI. RELATED INFORMATION

1. Regents Policy 4405: Policy on Affiliations with Healthcare Organizations that Have Adopted Policy-Based Restrictions on Care
2. Regents Policy 1111: Policy on Statement of Ethical Values and Standards of Ethical Conduct
3. ~~A. Regents Policy 4405: Policy on Affiliations with Healthcare Organizations that Have Adopted Policy-Based Restrictions on Care~~ Regents Bylaws and Appendix E, Charter of the Health Services Committee
- ~~B. Regents Policy 1111: Policy on Statement of Ethical Values and Standards of Ethical Conduct~~
4. ~~C.~~ University of California – Policy on Discrimination, Harassment, and Affirmative ~~Action in the Workplace~~ Action in the Workplace
5. ~~D.~~ University of California – Whistleblower Policy and Whistleblower Protection Policy
6. University of California – Delegations of Authority, including DA0916 (delegation for execution of certain affiliation agreements to the Chancellors), DA1013 (delegation for execution of certain affiliation agreements to the EVP-UC Health), DA1058 (plenary delegation for execution of agreements to the Chancellors) and DA2594 (plenary delegation for execution of documents to the EVP-UC Health)

~~E. Delegations of Authority DA0916, DA1013, and DA2594.~~

VII. FREQUENTLY ASKED QUESTIONS

[RESERVED]

1. Does this policy guarantee that patients giving birth at a Covered Affiliate who desire long-term contraception will receive it at the Covered Affiliate if prescribed by a physician there? No. The policy does not require any organization to place long-term contraception on its formulary or to carry long-term contraception in its pharmacy. However, the non-discrimination provisions of the policy and the University's agreements with Covered

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University of California—INTERIM Policy

Affiliations with Certain Healthcare Organizations

Affiliates required by the policy would not permit distinguishing between patients already on birth control at the time of admission and those who are not.

2. *Is observational research performed at a Covered Affiliate site regulated by this policy?* No, this policy regulates clinical operations within the United States but not research and not international arrangements. However, a clinical trial that requires UC faculty, staff, or trainees to provide related health care services at the Covered Affiliate site would be regulated and any related subawards or other agreements would be required to comply with .

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[DATE]: Finalized policy issued, following the standard University notice and comment process, with the following changes:

- Enhanced the policy summary statement
- Added new definitions and revised existing ones to clarify the policy and facilitate substantive changes described below, including an updated definition of “emergency services” to include the DMHC definition
- Added language to explicitly address the importance of affiliations with government agencies including the Veterans Administration Health System, state and local public hospitals, and tribal organizations, and to clarify the role of University locations in assuring compliance with the policy
- Added and revised language throughout to reduce administrative burden while maintaining consistency with Regents Policy 4405; new language distinguishes “Covered Affiliations” from “Limited Affiliations,” which do not implicate the concerns underlying the Regents Policy, and from “Public Affiliations,” which the University affirmatively prioritizes consistent with its public mission.
- Clarified that the quality monitoring requirement applies to Covered Affiliations involving hospitals
- Differentiated between University-employed faculty and staff, on one hand, and trainees, on the other, in implementation of the voluntariness requirement to assure continuity and consistency of University training programs
- Expressly defines “expanded” affiliations as a separate category for reporting purposes
- Includes new attachments to: (1) identify UC accreditation bodies that regulate University facilities and health professions education programs; (2) provide

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University of California — INTERIM Policy

Affiliations with Certain Healthcare Organizations

examples of Covered Affiliations and Limited Affiliations to avoid confusion; and
(3) describe University of expectations regarding how the policy will be
interpreted in different emergency and non-emergency situations

- Updated attachments

August XXSeptember 22, 2021: New interim policy issuance date.

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

IX. APPENDIXAPPENDICES

- A. Accreditation Organizations & Licensing Boards
- B. Covered Affiliations/Limited Affiliations
- C. Emergency Services and Emergency Medical Conditions
- D. ~~A. SAMPLE~~ Quality Guidelines **[RESERVED]** Measures
- E. ~~B.~~ Non-Discrimination Addendum
- F. ~~C.~~ Affiliations Checklist
- G. ~~D.~~ Policy Compliance Checklist

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Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 8/30/2023 2:04:08 PM	
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Changes:	
Add	263
Delete	154
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
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Affiliations with Certain Health Care Organizations

Responsible Officer:	EVP – University of California Health
Responsible Office:	UCH – University of California Health
Issuance Date:	9/22/2021
Effective Date:	[TBD]
Last Review Date:	[TBD]
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 health care services; or that educate health professions students, residents, fellows, or other trainees.

Contact:	Zoanne Nelson
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Phone:	(510) 987-0578

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I. POLICY SUMMARY

The University of California is a public trust established by the California Constitution whose mission is “to serve society as a center of higher learning, providing long-term societal benefits through transmitting advanced knowledge, discovering new knowledge, and functioning as an active working repository of organized knowledge. That obligation, more specifically, includes undergraduate education, graduate and professional education, research, and other kinds of public service, which are shaped and bounded by the central pervasive mission of discovering and advancing knowledge.”

To advance this public mission, the University’s health centers, clinics, and health professional schools regularly enter into Affiliations with public and private health care organizations to improve quality and access for members of the University community and the people of the State of California, particularly those in medically underserved communities, and to support the University’s education and research mission.

The purpose of this policy is to establish standards for engagement with such Affiliates that protect and advance the University’s public mission and values, including its commitment to inclusion, diversity, equity, and accountability, and to ensure such Affiliations do not compromise the University’s commitment to evidence-based care for all patients. The policy implements [Regents Policy 4405](#). Consistent with [Regents Bylaw 13](#), in the event of any inconsistency between Regents Policy 4405 and this policy, the requirements of Regents Policy 4405 prevail.

II. DEFINITIONS

Accreditation Standards: Standards adopted and enforced by an organization responsible for accrediting University of California-owned or -sponsored academic or clinical programs (**Accreditation Organization**). See **Appendix A** for a current list of Accreditation Organizations.

Affiliate: A health care provider, health plan, or other entity that owns or operates an organization that provides Health Care Services in the United States and with which the University has established an Affiliation.

Affiliation: A contract or other arrangement between: (i) the University or any of its components (e.g., campus, health center, clinic) and; (ii) an Affiliate, through which the University, directly or through its Personnel or Trainees, provides Health Care Services, educates health professional trainees, or conducts research that involves the performance of Health Care Services. See **Appendix B** for additional explanation and examples.

Core Rotation: A learning experience mandated by an Accreditation Organization, a professional organization, or the University to meet a required competency or to receive credit for program completion or graduation.

Covered Person or Organization: A health care provider, health plan, or other person or 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 Person or Organization with which the University has established an Affiliation is a **Covered Affiliate** and the arrangement is a **Covered Affiliation**. Public Affiliates are not Covered Organizations under this policy.

Emergency Services and Emergency Medical Conditions: Emergency Services include medical screening, examination, and evaluation by a health care provider to determine if an Emergency Medical Condition or active labor exists and, if it does, the items and services necessary to relieve or eliminate the emergency medical condition, within the logistical capability of the facility. An Emergency Medical Condition is a condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that absence of immediate medical attention could reasonably be expected to result in: (i) placing the patient's health in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part. The California Department of Managed Health Care states that it is an emergency if waiting to get care could be dangerous to a patient's life or a part of their body; and that a bad injury or sudden serious illness can be an emergency, as can severe pain or active labor. See **Appendix C** for additional explanation and examples.

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)); or services otherwise 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 licensed or otherwise permitted to practice under Cal. Bus. & Prof. Code, Division 2 (Healing Arts); or by a student, resident, or fellow functioning under a licensed health care provider's supervision.

Limited Affiliation: An arrangement with a Covered Affiliate that is limited to any combination of the following activities: (i) incoming affiliations, through which a Covered Affiliate's personnel or trainees perform services or receive training at UCH Clinical Locations, subject to University policies, or through which the University agrees to receive patient referrals from a Covered Affiliate site; (ii) observational clinical trials and other research that do not involve the performance of Health Care Services by UC Personnel or Trainees; (iii) space and equipment leases and licenses that do not impose Policy-Based Restrictions on Health Care Services; (iv) incoming transfer agreements with repatriation provisions; or (v) administrative agreements, so long as they do not involve the delivery of or payment for Health Care Services (e.g., an electronic health record service agreement through which the University hosts a Covered Affiliate's medical records system). A Limited Affiliation is not subject to the requirements of Sections III(C)(2-3) or III(D) below.

Personnel: University-employed faculty and staff (the term does not refer to voluntary faculty who support the University's academic mission but who are self-employed or employed by a third party).

Policy-Based Restrictions: Restrictions imposed by a Covered Affiliate, directly or through its governing body, sponsors, or other non-governmental authority, on Health Care Services within the scope of a health care provider's license. This term does not refer to services that the Covered Affiliate: (i) is barred from performing as a matter of

federal or state law, federal or state agency directive, or applicable Accreditation Standard; (ii) 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 (iii) limits or restricts as a result of credentialing, privileging, and utilization review policies or processes consistent with California law and Medicare Conditions of Participation.

Public Affiliation: An Affiliation with an Affiliate that is owned or operated by a Federal, State, or Local government agency or unit. For purposes of this policy, Federal Public Affiliates include the Veterans Administration, the Indian Health Service, and other [Tribal Health Programs](#). State and Local Public Affiliates include members of the [California Association of Public Hospitals](#) (University of California and County public health systems across the State), as well as health care providers owned or operated pursuant to the [Local Hospital District Law](#). In other States, Public Affiliates include academic medical centers owned and operated by State governments and land-grant universities. Public Affiliates are not Covered Organizations for the purposes of this policy.

Sponsoring Location: A University campus or academic health system that initiates, approves, or manages an Affiliation.

Trainees: Health professional students, residents, and fellows enrolled in UCH-operated or -sponsored educational programs (UCH Training Programs).

UCH Clinical Location: A collection of University buildings and personnel that service a University academic health system, student health or counseling center, or other health delivery site including hospitals, ambulatory surgery centers, outpatient centers, clinics, or other locations where preventive, diagnostic, therapeutic, or other interventional physical or behavioral health care services are provided to UC patients, students, employees, or research participants.

UCH or University of California Health: The University's health centers, clinics, faculty practice plans, and schools of dentistry, medicine, nursing, pharmacy, public health, and optometry.

UCH Training Program: An undergraduate, graduate, post-doctoral, or professional educational program offered or sponsored by a UC human health professions school (dentistry, medicine, nursing, pharmacy, public health, optometry) or a UC hospital or health system.

III. POLICY TEXT

A. Affiliation Priorities and Accountability

1. *Support for Public Affiliations.* Consistent with its public identity and in support of its public mission, the University acknowledges the critical role that Public Affiliates play in partnering with the University in teaching Trainees, performing research and clinical trials, and improving access to high-quality health care services to all of the people of the State of California.

2. *Approval Authorities.* The Regents have broadly delegated authority for University operations to the President of the University subject to certain retained authorities. The President, in turn, has broadly delegated authority to the Chancellors and the Executive Vice President-UC Health. The appropriate approval authority for an Affiliation in any circumstance depends on the nature and size of the affiliation.
3. *Primary Accountability.* Primary accountability for Affiliations rests with the Sponsoring Location(s), subject to approval and oversight authority reserved to The Regents or vested in applicable University assurance units (e.g., compliance, internal audit, risk services) and external oversight agencies. Sponsoring Locations are responsible for assuring such Affiliations meet the requirements of applicable laws, regulations, Accreditation Standards, and University policies.

B. 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.

C. General Requirements for Affiliations with Covered Persons or Organizations

1. *University Autonomy for University Facilities and Programs.* Under no circumstances may a Covered Organization be granted responsibility or authority to operate or manage a UCH Clinical Location or a UCH Training 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. *Quality Monitoring.* Each UCH location must monitor the quality of care provided at a licensed hospital owned or operated by a Covered Affiliate related to services provided by UC Personnel or Trainees, consistent with existing system-wide quality guidelines for UCH affiliations generally. Such quality monitoring is not required in connection with a Limited Affiliation. Current quality measures are attached as **Appendix D: Quality Measures**.
3. *Documentation.* 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 public 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 at Covered Affiliates to University facilities (or other non-Covered Organizations, as may be appropriate) for services that are not provided at a Covered Affiliate's facility.

D. Requirements for Affiliation Agreements with Covered Organizations.

Every Affiliation with a Covered Affiliate, other than a Limited Affiliation, must:

1. Include provisions: (i) reciting UC's non-discrimination policy, as described in Section III(B) 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 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 E: 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.
6. [For new or restated Covered Affiliate agreements executed on or after January 1, 2024.] Require the parties to the agreement to exercise reasonable efforts to exchange quality and performance data relevant to the services or programs that are subject to the agreement.
7. 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 UC Personnel and Trainees' 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.
8. Be approved by the applicable Chancellor(s). Chancellors may delegate this authority, but it may not be redelegated thereafter.

E. Protections for University Personnel, Trainees, and Patients

1. Assignments to Covered Affiliates are voluntary.
 - a. Personnel. UCH locations must inform any Personnel who are invited to staff a Covered Affiliate's site: (i) that the site has adopted Policy-Based Restrictions on care; (ii) that some sites have adopted requirements that individuals staffing a Covered Affiliate site certify adherence to Policy-Based Restrictions on care, but that the contractual agreements the University has established with these sites nevertheless protect the rights of UC Personnel described in Section III.D.3 above; and (iii) that working at the Covered Affiliate site is entirely voluntary.
 - b. Trainees. UC Training Programs shall inform applicants to programs with Core Rotations scheduled at a Covered Organization about this policy and the fact that such required rotations will occur at a Covered Organization. A Sponsoring Location's designated institutional official (DIO), program director (PD), or designee shall, upon receipt of a UC Trainee's objection to assignment at Covered Affiliate sites, attempt to identify alternative sites with the necessary faculty, resources, and clinical/educational experiences to comply

with applicable Accreditation Standards, specialty board, and institutional requirements while maintaining a consistent training experience for all UC Trainees and consistent program funding. If an alternative site is found, the Trainee will be reassigned to the alternative site. If an alternative site is not found, the DIO, PD, or designee shall inform the Trainee and the relevant Dean. The trainee must be given the option to train at that Covered Affiliate site, or to find another program if possible.

2. Each UCH location must document and communicate to its Personnel and Trainees 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.

F. 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 exercise any of the rights described in Section III.D.3 above, is being impeded in any way at the Covered Affiliate's facility.
2. Each UCH location must establish a formal process for patients of UCH Personnel receiving care at Covered Affiliate facilities to share concerns or complaints regarding access to Health Care Services or discrimination in the provision of such services.
3. Each UCH Clinical 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.

G. Transparency and Reporting

1. Each UCH Clinical Location must develop a mechanism to inform its patients of limitations on Health Care Services provided at a Covered Affiliate's facility that might otherwise be offered if the patient were at the UCH Clinical Location. At a minimum, such limitations must be published on any UC websites that reference the Affiliation.
2. In the limited circumstances where UCH refers a patient from a UCH Clinical Location to a Covered Affiliate, the facility, clinic, or clinician must proactively inform the patient about the restrictions and alternative options at UCH Clinical Locations or other facilities (for example, by documenting the information in the patient's discharge instructions).

3. Each UCH location must provide a written report annually to the Regents Health Services Committee for the previous fiscal year:
 - (i) documenting performance by Covered Affiliates that are licensed hospitals on standardized quality indicators described in **Appendix D**;
 - (ii) listing all new, renewed, expanded, and terminated arrangements with Covered Affiliates; (iii) summarizing complaints or grievances received from patients, Personnel, and Trainees receiving Health Care Services, working, or training at Covered Affiliates, as well as their resolution; and
 - (iv) reporting on the outcome of any audits and any identified non-compliance with the above standards.

H. Compliance and Enforcement

1. Each UCH Clinical Location must adopt the attached Non-Discrimination Addendum and Affiliations Checklist and fully implement them in all applicable Covered Affiliation agreements no later than December 31, 2023. See Appendices **E: Non-Discrimination Addendum** and **F: Affiliations Checklist**.
2. Covered Affiliate agreements that use the standard language of the Non-Discrimination Addendum and meet all elements of the Affiliations Checklist must be reviewed by the appropriate Sponsoring Location's contracting office or other office designated or approved by the Chancellor; any deviation from the standard language must be escalated to the Sponsoring Location's 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, renewed, or expanded Covered Affiliation must be submitted with accompanying documentation of the rationale and impact to the Chancellor or designee for review and approval prior to execution. An expanded affiliation is one where new services are added (for example, where UCH contracts with a Covered Affiliate to provide Family Medicine services, and then adds Internal Medicine or Pediatrics).
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. Any existing Covered 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.

I. 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 Section III(A)(3) and **Appendix G: POLICY COMPLIANCE CHECKLIST**

V. PROCEDURES

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

VI. RELATED INFORMATION

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VII. FREQUENTLY ASKED QUESTIONS

1. *Does this policy guarantee that patients giving birth at a Covered Affiliate who desire long-term contraception will receive it at the Covered Affiliate if prescribed by a physician there?* No. The policy does not require any organization to place long-term contraception on its formulary or to carry long-term contraception in its pharmacy. However, the non-discrimination provisions of the policy and the University's agreements with Covered Affiliates required by the policy would not permit distinguishing between patients already on birth control at the time of admission and those who are not.

2. *Is observational research performed at a Covered Affiliate site regulated by this policy?* No, this policy regulates clinical operations within the United States but not research and not international arrangements. However, a clinical trial that requires UC faculty, staff, or trainees to provide related health care services at the Covered Affiliate site would be regulated and any related subawards or other agreements would be required to comply with .

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- Added new definitions and revised existing ones to clarify the policy and facilitate substantive changes described below, including an updated definition of “emergency services” to include the DMHC definition
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University of California –Policy
Affiliations with Certain Health Care Organizations

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- Updated attachments

September 22, 2021: New interim policy issuance date.

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

IX. APPENDICES

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- F.** Affiliations Checklist
- G.** Policy Compliance Checklist

Appendix A

ACCREDITATION ORGANIZATIONS

Independent Accreditation Organizations Include:

Accreditation Commission for Midwifery Education
Accreditation Council for Graduate Medical Education
Accreditation Council for Pharmacy Education
Accreditation Council on Optometric Education
American Association of Blood Banks
American Board of Medical Specialties
American Psychological Association
College of American Pathologists
Commission on Collegiate Nursing Education
Commission on Dental Education
Council on Education for Public Health
The Joint Commission
Liaison Committee on Medical Education

California Health Professional Licensing Boards Include:

Acupuncture Board
Board of Behavioral Sciences
Board of Chiropractic Examiners
Board of Optometry
Board of Pharmacy
Board of Psychology
Board of Registered Nursing
Board of Respiratory Care
Board of Vocational Nursing and Psychiatric Technicians
California Board of Occupational Therapy
Dental Board of California
Dental Hygiene Board of California
Medical Board of California
Osteopathic Medical Board of California
Physical Therapy Board of California
Physician Assistant Board
Speech-Language Pathology and Audiology Hearing Aid Dispensers Board

Appendix B

COVERED AFFILIATIONS AND LIMITED AFFILIATIONS

Arrangement Description	Classification
UC personnel perform Health Care Services at a Covered Affiliate site.	Covered Affiliation
Covered Affiliate personnel perform services at a UCH Clinical Location, subject to University policies.	Limited Affiliation
UC Trainees rotate at a Covered Affiliate site to gain clinical experiences not available at UC facilities.	Covered Affiliation
Covered Affiliate trainees rotate at UCH Clinical Location to gain clinical experiences not available at their own site.	Limited Affiliation
UC and Covered Affiliate enter into Transfer Agreement to facilitate transfer of Covered Affiliate patients to UC when UC care is needed; agreement provides for patients' return to the originating facility when UC care is no longer needed.	Limited Affiliation
UC provides IT or administrative services not involving the delivery of Health Care Services to a Covered Affiliate.	Limited Affiliation
UC provides medical director services to a Covered Affiliate and the medical director does not perform Health Care Services in connection with that arrangement.	Limited Affiliation
UC providers perform human subjects research involving the delivery of Health Care Services at a Covered Affiliate site.	Covered Affiliation
UC Trainees shadow Covered Affiliate providers at a Covered Affiliate site but do not perform any Health Care Services	Limited Affiliation
UC providers perform a clinical trial involving the delivery of investigational Health Care Services at Covered Affiliate site.	Covered Affiliation
UC issues a subaward to a Covered Affiliate site for performance of a clinical trial, where any Health Care Services are delivered by and at the Covered Affiliate and by non-UC personnel and trainees.	Limited Affiliation
UC providers perform observational clinical trial or data collection study at Covered Affiliate site but do not deliver Health Care Services to any patients at that site.	Limited Affiliation
UC licenses or otherwise allows the use of the UC name or marks in connection with a Covered Affiliation.	Covered Affiliation
UC leases clinical space from a Covered Affiliate. Lease terms include Policy-Based Restrictions on care.	Covered Affiliation
UC leases administration space from a Covered Affiliate. No Health Care Services to be provided.	Limited Affiliation
UC leases clinical space from a Covered Affiliate. Lease terms do not include any Policy-Based Restrictions.	Limited Affiliation
UC leases equipment to or from a Covered Affiliate in connection with any of the above arrangements.	Limited Affiliation*

* While the equipment lease itself does not create a Covered Affiliation, the underlying arrangement may. If it does, the agreement addressing the underlying arrangement must comply with this policy.

Appendix C

EMERGENCY SERVICES AND EMERGENCY MEDICAL CONDITIONS

UC Personnel and Trainees are expected, wherever they work or learn, to advise their patients of all of their health care options, prescribe any appropriate intervention, and refer their patients to a different clinic or facility for services not available in the clinic or facility where they are being seen.

In the event a patient presents at a Covered Affiliate with an Emergency Medical Condition, UC Personnel and Trainees are expected to provide any item or service they deem in their professional judgment to be necessary and appropriate, without restriction, and without seeking approval from any non-provider. It is an emergency if a patient reasonably believes that it is an emergency or the doctor in their professional judgment believes that it is an emergency. It is an emergency if waiting to get care could be dangerous to the patient's life or a part of the patient's body. A bad injury or a sudden serious illness can be an emergency. Severe pain and active labor are also emergencies.

If a physician determines that an individual presenting at an emergency department is experiencing an emergency medical condition, and that the hospital has the expertise and equipment necessary to deliver the stabilizing treatment necessary to resolve that condition, then: (1) the physician *must* provide that treatment with the patient's consent; (2) the hospital may not transfer the patient out except at the patient's request and after the patient has been informed of the hospital's obligations under EMTALA and the risk of transfer; and (3) the hospital may not penalize or take adverse action against the physician because the physician refuses to authorize transfer of a patient who has not been stabilized. Thus, for example, if a physician believes that a pregnant patient presenting at an emergency department is experiencing an emergency medical condition, and that abortion is the stabilizing treatment necessary to resolve that condition, the physician *must* provide the treatment with the patient's consent. Additional guidance reflecting the federal government's expectations of physicians in the event of an emergency where induced abortion may be indicated is published online:

<https://www.hhs.gov/sites/default/files/emergency-medical-care-letter-to-health-care-providers.pdf>.

The table below summarizes the University's understanding of what items and services its Personnel and Trainees may or may not be permitted to deliver at current University Affiliates located in California.

Condition or Diagnosis	Emergency?	Expectation of UC Health Provider
Pregnant patient at 20 weeks presents with cramping, bleeding, and broken water; recommended treatment is abortion and delay risks serious health condition	Yes	Explain high risk of death to fetus and risks to the pregnant patient; offer to induce delivery or perform a surgical termination under anesthesia and perform the abortion immediately with the patient's consent
Patient with early pregnancy bleeding or cramping; miscarriage is imminent/inevitable and delay in care is unsafe; recommended treatment is abortion and delay risks serious health condition	Yes	Counsel the patient on their diagnosis and recommend immediate abortion in ED or OR as appropriate; perform the recommended procedure with the patient's consent
Patient with history of placenta previa; future pregnancies are very high risk and recommended treatment is permanent sterilization at the time of delivery	No	Identify facility for planned delivery and sterilization (note that informed consent generally is required under California law 1-6 months prior to scheduled procedure, so the law already necessitates that there be time to recommend another facility to a patient)

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Condition or Diagnosis	Emergency?	Expectation of UC Health Provider
Immediate post-partum period while patient is at the hospital and long-term contraception is recommended or desired	No	For facilities with long-term contraception on formulary/available: prescribe and dispense contraception on the basis that the non-discrimination policy does not permit distinguishing between patients already on birth control and those who have yet to begin to take birth control For facilities without long-term contraception on formulary/available: inform patient at prenatal visit of post-partum contraception options and schedule delivery at the appropriate facility
Patient is diagnosed with symptomatic uterine fibroids, abnormal bleeding, endometriosis, prolapse, or ovarian cancer	No	Perform hysterectomy with patient's consent (note that informed consent generally is required under California law 1-6 months prior to scheduled procedure, so the law already necessitates that there be time to recommend another facility to a patient)
Patient is diagnosed with a condition, other than a symptomatic uterine pathology, for which hysterectomy is recommended	No	Schedule and perform hysterectomy with patient's consent at a facility that will schedule the procedure when there is no disease of the involved organs (note that informed consent generally is required under California law 1-6 months prior to scheduled procedure, so the law already necessitates that there be time to recommend another facility to a patient)
Patient is diagnosed with gender incongruence; chest feminization (breast augmentation or mammoplasty) or masculinization (subcutaneous mastectomy) is recommended.	No	Schedule and perform top surgery with patient's consent at a capable facility
Patient is diagnosed with a condition for which genital reconstructive bottom surgery is recommended	No	Refer/perform procedure at a high-volume specialty center

Appendix D

HOSPITAL QUALITY MEASURES

Following are the UC Health Covered Affiliations quality metrics scorecard definitions for FY 2023:

	30-day All-Cause Unplanned Readmissions (%)	HCAHPS Overall Rating	% Hospital Medi-Cal Patients	Centers for Medicare & Medicaid Services (CMS) Stars
Description	Rate of readmission after discharge from hospital. High-quality care can keep patients from returning to the hospital.	Hospital Consumer Assessment of Healthcare Providers and System (HCAHPS) survey measures patient experience of care.	Measures health equity by assessing % of patients using all types of California's public health insurance program Medi-Cal.	The overall star rating is based on how well a hospital performs across different areas of quality.
Data Period	FY23 – data available as of 6/30/23	FY23 – data available as of 6/30/23	FY23 – data available as of 6/30/23	FY23 – data available as of 6/30/23
Data Source	CMS Care Compare	CMS Care Compare	CA HCAI –Medi-Cal Discharges (all types)	CMS Care Compare
Website Location	https://www.medicare.gov/care-compare/	https://www.medicare.gov/care-compare/	https://data.chhs.ca.gov/dataset/hospital-quarterly-financial-utilization-report-complete-data-set	https://www.medicare.gov/care-compare/

Appendix E

UNIVERSITY OF CALIFORNIA HEALTH NON-DISCRIMINATION ADDENDUM¹

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 health care 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 (other than federal government agencies, tribal organizations, or state or local entities located in states other than California) 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,

¹ For use only with Covered Affiliates.

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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 health care 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.”

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c. Require the Parties to exercise reasonable efforts to exchange quality and performance data relevant to the services or programs that are subject to the Agreement. [This provision must be added to new or restated agreements effective on or after January 1, 2024.]

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

Name/Title of Authorized Signatory

Date

Affiliate:

Name/Title of Authorized Signatory

Date

Covered Organization Affiliation Agreement Checklist

Name of Organization (“CA”): _____

Name and Brief Description of Affiliation: _____

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.”
 - *[For new or restated agreements executed on or after January 1, 2024]:* The parties agree to exchange quality and performance information related to the affiliation services or programs.
- ☐ The agreement does not include any provision that purports (directly or indirectly by reference to external policies or standards) to require the University or its personnel or trainees to abide by policy-based restrictions on care.
- ☐ The agreement provides that the University ☐ may terminate for convenience 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) the requirements some CAs have 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 Health Care 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: _____

Appendix G

UC HEALTH AFFILIATIONS POLICY COMPLIANCE CHECKLIST

Status	Action	Responsible Party/Notes
Complete	Moratorium on New Non-Compliant Agreements with Covered Affiliates	UC Health, Locations, UC Legal
Complete	Regents Approval of Final Regents Policy	Board
Ongoing	Train Strategy, Network Development, and Other Responsible Contracting Staff on Policy and Local Implementing Procedures	UCH Locations
Complete	EVP UCH + Academic Senate Chair Establish Joint Clinical Advisory Committee; President Names 3 Representatives	UC Health, Academic Senate, PEO
Complete	Develop and Implement Mechanism to Inform Patients of Limitations on Services at Covered Affiliates	UCH with UCH Locations
12/31/2023	Develop and Issue Standardized Communication to UCH Faculty, Staff, and Trainees Working or Training at Covered Affiliates	UCH with UCH Locations
12/31/2023	Add Similar Communication to Training Program Application Materials and Interview Packets	UCH with UCH Locations
Complete	Document Process and Contact/Ombuds for Faculty/Staff/Trainee and Patient Complaints and Concerns – Assure Appropriate Escalation to CEOs/Designees	UCH Locations
12/31/2023	Amendment of Agreements	Adventist Health, Dignity Health, and Providence Masters or Templates are Complete
Annually per UCH Deadline	DRAFT Location Reports to UCH	UCH Locations
Annually, per Regents Schedule of Reports	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
Per ECAS Audit Plans	Audit Policy Adherence	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

MODEL COMMUNICATION

The University of California Office of the President invites comments on the draft Presidential Policy on Affiliations with Certain Health Care Organizations which supports the implementation of Regents Policy 4405. The Policy makes revisions to the existing interim Presidential Policy, which was first circulated for systemwide review in March 2022. The policy has been revised to:

- Focus on UC values by enhancing the policy summary statement and addressing the importance of affiliations with government agencies;
- Clarify expectations of UC providers and define “emergency services” and “emergency medical conditions” under EMTALA and the California Department of Managed Health Care;
- Specify implementation of the voluntary requirement for UC health trainees to support continuity of University training programs; and
- Reduce administrative burden for “limited affiliations” while maintaining consistency with Regents Policy 4405.

If you have any questions or if you wish to provide comment, please contact _____, no later than _____ **2023**.