Executive Board
(Systemwide Senate Review) Presidential Policy on Affiliations with Certain Healthcare Organizations

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June 9, 2022

Robert Horwitz
Chair, UC Academic Senate

Re: (Systemwide Senate Review) Presidential Policy on Affiliations with Certain Healthcare Organizations

Dear Chair Horwitz,

At its meeting on June 2, 2022, the Executive Board reviewed the Presidential Policy on Affiliations with Certain Healthcare Organizations and the range of divisional committee and council feedback. After discussion, members voted unanimously to endorse the proposed policy. Members emphasized that the policy addresses undue constraints on training imposed by policy based restrictions on health care, protects free speech, and enables more comprehensive patient care and referrals by medical professionals.

Sincerely,

Jessica Cattelino
Chair
UCLA Academic Senate

Encl.

Cc: April de Stefano, Executive Director, UCLA Academic Senate
    Hilary Baxter, Executive Director, UC Academic Senate
    Andrea Kasko, Vice Chair/Chair Elect, UCLA Academic Senate
    Shane White, Immediate Past Chair, UCLA Academic Senate
May 17, 2022

To: Jessica Cattelino, Chair, UCLA Academic Senate

From: Leah Lievrouw, Chair, Graduate Council

Re: Presidential Policy on Affiliations with Certain Healthcare Organizations

At its meeting on May 6, 2022, the Graduate Council reviewed and discussed the Presidential Policy on Affiliations with Certain Healthcare Organizations and offers the following observations for the Executive Board’s consideration:

Some members noted that there would be a substantial impact on students and postdoctoral scholars in medicine, nursing, and other health-care disciplines. One member reported that students in their home department have not been able to get clinical rotations because of this and instead have had to rely on simulations which is not ideal. The policy would further impact the program’s ability to place students.

One member queried whether it would be possible to examine specific hospital services rather than across the board exclusions of certain health care organizations.

Some members were supportive of the current policy stating that all healthcare organizations make choices and decisions based on their general beliefs.

One member noted that the language in the policy text seems inconsistent. While some language implies flexibility, other sections are definitive and absolute.

We appreciate the opportunity to express our views on this matter. If you have any questions, please contact us via Graduate Council Analyst, Estrella Arciba, at earciba@senate.ucla.edu.
May 20, 2022

Jessica Cattelino, Chair
Academic Senate

Re: Systemwide Review: Presidential Policy on Affiliations with Certain Healthcare Organizations

Dear Chair Cattelino,

At its meeting on May 2, 2022, the Council on Planning and Budget (CPB) had an opportunity to review the proposed Presidential Policy on Affiliations with Certain Healthcare Organizations. Members offered the following comments at the meeting and one member provided additional input by follow-up email.

Members recognized that these organizations are often important for training and teaching students and that cutting ties with Dignity Health would have significant implications. One member stated that the policy was misdirected by discriminating against hospitals that do not provide certain procedures. The member noted that the policy would be less ideological if it were more targeted. For example, the policy could recommend that residents not be sent to organizations that do not provide certain procedures necessary to their training.

However, most members were supportive of the University Committee on Faculty Welfare’s comments and observations. They expressed concern about the specific services that the affiliated organizations would not offer and the effects of these discriminatory practices. In general, members agreed that UC principles of non-discrimination and inclusivity needed to take precedence over other perceived benefits associated with these affiliations.

If you have any questions for us, please do not hesitate to contact me at eblumenb@ucla.edu or via the Council’s analyst, Elizabeth Feller, at efeller@senate.ucla.edu.

Sincerely,

Evelyn Blumenberg, Chair
Council on Planning and Budget
cc: Shane White, Immediate Past Chair, Academic Senate
    April de Stefano, Executive Director, Academic Senate
    Elizabeth Feller, Assistant Director, Academic Senate
    Members of the Council on Planning and Budget
May 19, 2022

To: Jessica Cattelino, Chair, UCLA Academic Senate

From: Kathleen Bawn, Chair, Undergraduate Council

Re: (Systemwide) Presidential Policy on Affiliations with Certain Healthcare Organizations

At its meeting on May 13, 2022, the Undergraduate Council reviewed the Presidential Policy on Affiliations with Certain Healthcare Organizations. Members offered no comments for the Executive Board’s consideration.

Thank you for the opportunity to opine. If you have any questions, please contact us via the Undergraduate Council’s analyst, Julia Nelsen, at jnelsen@senate.ucla.edu.

cc: Julia Nelsen, Committee Analyst, Undergraduate Council
    Peter Petersen, Vice Chair, Undergraduate Council
May 18, 2022

Jessica Cattelino, Chair  
Academic Senate

Re:  Systemwide Review: Presidential Policy on Affiliations with Certain Healthcare Organizations

Dear Chair Cattelino,

At its meeting on May 4, 2022, the Council on Research (COR) had an opportunity to review the Presidential Policy on Affiliations with Certain Healthcare Organizations. Members discussed the policy from a research perspective and offered comments.

A few members commented on the proposed policy’s lack of clarity. Mostly, members agreed that partner hospitals cannot discriminate and should offer services that are consistent with the University of California’s practices. Limited services may restrict the ability to do research. Other members commented that the hospitals are serving underserved populations.

If you have any questions for us, please do not hesitate to contact me at iacoboni@ucla.edu or via the Council’s analyst, Elizabeth Feller, at efeller@senate.ucla.edu.

Sincerely,

Marco Iacoboni, Chair  
Council on Research

cc:  Shane White, Immediate Past Chair, Academic Senate  
April de Stefano, Executive Director, Academic Senate  
Elizabeth Feller, Assistant Director, Academic Senate  
Members of the Council on Research
May 18, 2022

To: Jessica Cattelino, Chair  
   Academic Senate

From: Carson T. Schutze, Chair  
   Faculty Welfare Committee

Re: (Systemwide Senate Review) Presidential Policy on Affiliations with Certain Healthcare Organizations

Dear Chair Cattelino,

At its meeting on May 3, 2022, the Faculty Welfare Committee (FWC) reviewed and discussed the Presidential Policy on Affiliations with Certain Healthcare Organizations. After discussion, members agreed that there was nothing additional to add and decided not to opine.

Thank you for the opportunity to review.

cc: Shane White, Immediate Past Chair, Academic Senate  
April de Stefano, Executive Director, Academic Senate  
Elizabeth Feller, Assistant Director, Academic Senate  
Renee Rouzan-Kay, Senior Policy Analyst, Faculty Welfare Committee  
Members of the Faculty Welfare Committee
March 23, 2022

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


Dear Colleagues:

Enclosed for systemwide review is the Presidential Policy on Affiliations with Certain Healthcare Organizations. An Interim Presidential policy was issued in September 2021 to implement Regents Policy 4405. The Office of the President is now soliciting feedback to finalize the Presidential Policy.

The University’s medical centers and health professional schools regularly enter into affiliations with other health care organizations to improve quality and access for the people of the State of California, particularly those in medically underserved communities, and to support the University’s education and research mission. Some of those organizations have instituted policy-based restrictions on care that restrict doctors and other health professionals from providing evidence-based prevention, diagnosis, and treatment. For example, some of these organizations prohibit elective abortion or gender reassignment procedures. The purpose of the Presidential Policy is to establish standards for affiliation with such organizations that will protect and advance the University’s values, as well as its commitment to inclusion, diversity, equity, and accountability, in accordance 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. Systemwide review also includes a mandatory, 90-day full 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.

We would appreciate receiving your comments no later than **Tuesday, June 21, 2022**. Please submit your comments via [this website](#). If you have questions, please contact [UCH-Affiliations@ucop.edu](mailto:UCH-Affiliations@ucop.edu).

Sincerely,

Carrie Byington, MD
Executive Vice President UC Health

Enclosures:
1) Draft Presidential Policy: [Affiliations with Certain Healthcare Organizations](#)
2) Model Communication

cc: President Drake
Provost and Executive Vice President Brown
Executive Vice Chancellors/Provosts
Executive Vice President and Chief Operating Officer Nava
Senior Vice President Bustamante
Vice Provost Carlson
Vice President and Vice Provost Gullatt
Vice President Lloyd
Vice President Maldonado
Vice Provosts/Vice Chancellors of Academic Affairs/Personnel
UC Health Vice Chancellors
UC Health Chief Executive Officers
General Counsel Robinson
Deputy General Counsel Nosowsky
Deputy General Counsel Woodall
Associate Vice Provost Lee
Assistant Vice Provosts/Vice Chancellors for Academic Personnel
Executive Director Baxter
Executive Director and Chief of Staff Henderson
Executive Director Silas
Chief of Staff Kao
Chief of Staff Leivantov
Chief of Staff Peterson
Chief Policy Advisor Marisa McAuliffe
Director Grant
Director Roller
Director Sykes
Associate Director Dicaprio
Associate Director Woolston
Assistant Director LaBriola
Manager Crosson
Analyst Durrin
Administrative Officer Babbitt
Policy Advisory Committee
Interim Policy: Affiliations with Certain Healthcare Organizations

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I. POLICY SUMMARY

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

Contact: Zoanne Nelson
Title: Chief of Staff and Associate VP Operations
Email: Zoanne.Nelson@ucop.edu
Phone: (510) 987-0578
of the State of California, particularly those in medically underserved communities, and to
support the University’s education and research mission. Some of those organizations have
instituted Policy-Based Restrictions on care that restrict doctors and other health
professionals from providing evidence-based prevention, diagnosis, and treatment. The
purpose of this policy is to establish standards for affiliation with such organizations that
protect and advance the University’s values, as well as its commitment to inclusion, diversity,
equity, and accountability, and ensure such Affiliations do not compromise the University’s
commitment to evidence-based care for all patients.

II. DEFINITIONS

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

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

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

Personnel: University-employed faculty and staff.

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

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

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

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

B. General Requirements for Affiliations

1. Under no circumstances may a Covered Organization be granted responsibility or authority to operate or manage a UC facility or program on behalf of the University, or the right to interfere in any way with the University’s plenary authority to operate and manage its facilities and programs.

2. Each UCH location must monitor the quality of care provided at a Covered Affiliate’s facility related to services provided by UC Personnel or Trainees, consistent with existing system-wide quality guidelines for UCH affiliations generally. A sample of such guidelines is attached as Appendix A: Quality Guidelines.

3. A guiding principle for all arrangements with Covered Affiliates is the University’s commitment to its public service mission, including its commitment to improve health and health care for all people living in California. To that end:
   a. Each location must document for consideration in the approval process the rationale for the Affiliation, including:
      (1) any risks and anticipated benefits to the University’s education, research and service missions; (2) any risks and anticipated benefits to the broader patient community; and (3) the consequences of not proceeding with the Affiliation.
   b. Each location must verify that access to services like abortion, contraception, assisted reproductive technologies, gender-affirming care, and end of life care will be maintained or improved as a result of the Affiliation.
   c. Each location must develop a process to facilitate timely access by University patients or patients receiving care from University Personnel or Trainees to University (or other non-Covered Organizations, as may be appropriate) facilities for services that are not provided at a Covered Affiliate’s facility.

C. Requirements for Affiliation Agreements. Every Affiliation must:

1. Include provisions: (i) reciting UC’s non-discrimination policy, as described in Section III(A) above; (ii) requiring that all parties certify compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including Cal. Civ. Code § 51 (prohibiting discrimination on the basis of sex [including...
pregnancy and childbirth as well as gender, gender identity, and gender expression], race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status); and (iii) requiring that all parties offer any procedure or service that they choose to provide at their respective facilities or through their respective employees or contractors on a non-discriminatory basis. Model language to address these requirements is included in Appendix B: Non-Discrimination Addendum.

2. Document that the University’s evidence-based standards of care govern the medical decisions made by its Personnel and Trainees.

3. Explicitly confirm that UC Personnel and Trainees working or training at a Covered Affiliate’s site will have the ability and right to: (i) make clinical decisions consistent with the standard of care and their independent professional judgment, respecting the needs and wishes of each individual patient; (ii) inform patients of all of their health care options; (iii) prescribe any interventions that are medically necessary and appropriate; (iv) transfer or refer patients to other facilities whenever they determine it is in the patient’s interests; and (v) provide any item or service they deem in their professional judgment to be necessary and appropriate in the event of an emergency, without restriction, and without seeking approval from any non-provider, including any items or services where referral or transfer to another facility would, in their sole professional judgment, risk material deterioration to the patient’s condition.

4. Recite that, under the California Constitution UC must be “entirely independent of political or sectarian influence in the … administration of its affairs.”

5. Be free of any provision that purports to require the University or its Personnel or Trainees to enforce or abide by any Policy-Based Restrictions on care, including, but not limited to, religious directives.

6. Permit the University to terminate the agreement if the University determines, in its sole discretion, that continued performance of the agreement would be incompatible with the University’s policies or values or that the Covered Affiliate has breached the agreement’s terms relating to University providers’ freedom to make clinical decisions, counsel, prescribe for, and refer or transfer patients, or to provide any emergency item or service, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient’s condition, as described above.

7. Be approved by the applicable Chancellor(s). Chancellors may delegate this authority, but it may not be redelegated thereafter.

D. Protections for University Personnel, Trainees, and Patients

1. No UC Personnel or Trainees will be compelled to work or train at a facility that has adopted Policy-Based Restrictions on care. UCH locations must inform any Personnel or Trainees who are invited to staff or train at a Covered Affiliate’s site: (i) of the site’s Policy-Based Restrictions on care; (ii) of any requirements the site has adopted that such individuals certify adherence to Policy-Based Restrictions on care and the contractual agreements that nevertheless protect their rights to make clinical decisions, counsel, prescribe, and refer or transfer, as well as to
provide emergency items and services, without limitation, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient’s condition; and (iii) that working or learning at the Covered Affiliate site is entirely voluntary and that if they have an objection, alternative sites will be identified.

2. Each UCH location must document and communicate to its Personnel and Trainees voluntarily performing services or training at such facilities the expectation that they adhere to evidence-based standards of care and their professional judgment wherever they are providing services.

E. Process for Collecting and Responding to Concerns and Complaints

1. Each UCH location must identify for all of its Personnel and Trainees working at a Covered Affiliate a contact at the UCH location to whom they can reach out for assistance if they believe that their professional judgment or freedom to counsel patients, prescribe medication or services, refer or transfer them to UC or other alternative locations for care, or provide emergency items and services, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient’s condition, is being impeded in any way at the Covered Affiliate’s facility.

2. Each UCH location must establish a formal process for UCH patients receiving care at Covered Affiliate facilities to share concerns or complaints regarding access to comprehensive health care services or discrimination in the provision of such services.

3. Each UCH location must identify an individual employed by the University and charged with reviewing and promptly resolving patient, Personnel, and Trainee concerns or complaints related to care received or provided through Covered Affiliates. Any concerns raised about perceived impediments to accessing comprehensive reproductive health care, gender affirming services, or end-of-life care must be reported promptly to the UCH location’s Chief Executive Officer or designee.

F. Transparency and Reporting

1. Each UCH location must develop a mechanism to inform its patients of limitations on services provided at a Covered Affiliate’s facility that might otherwise be offered if the patient were at the UC facility. At a minimum, such limitations must be published on any UC websites that reference the Affiliation.

2. In the limited circumstances where a UCH provider refers a patient to a facility with known restrictions, the provider must proactively inform the patient about the restrictions and alternative options at UCH or other facilities.

3. Beginning in August 2022, each UCH location must provide a written report annually to the Regents Health Services Committee for the previous fiscal year: (i) documenting performance on standardized quality indicators; (ii) listing all new or renewed arrangements with institutions that have adopted Policy-Based restrictions on care; (iii) summarizing complaints or grievances received from patients, Personnel, and Trainees, as well as their resolution; and (iv) reporting on any identified non-compliance with the above standards. The first report on
standardized quality indicators will be due in August 2023, covering the 2022-2023 fiscal year.

G. Compliance and Enforcement

1. Each UCH location must adopt the attached Non-Discrimination Addendum and Affiliations Checklist and fully implement them in all current Affiliations with Covered Organizations no later than December 31, 2023. See Appendices B: Non-Discrimination Addendum and C: Affiliations Checklist.

2. Agreements that use the standard language and meet all elements of the checklist must be reviewed by the appropriate local contracting office; any deviation from the standard language must be escalated to local health system counsel and the Vice Chancellor for Health Sciences or designee for further review to confirm that the non-standard language substantively adheres to all requirements of Regents Policy 4405 and this policy. On campuses without a Vice Chancellor for Health Sciences, the escalation shall be made to the Chancellor or Chancellor’s designee.

3. Any new or renewed Affiliation must be submitted with accompanying documentation of the rationale and impact to the Chancellor or designee for review and approval prior to execution.

4. The Office of Ethics, Compliance, and Audit Services (ECAS) may audit implementation of and compliance with this policy at any time. At a minimum, however, following expiration of the December 2023 deadline, ECAS is requested to conduct an audit of an appropriate sample of then-current contracts with Covered Affiliates to ensure their adherence to the contracting guidelines. Thereafter, the frequency and scope of such audits will be determined by ECAS in consultation with the Chairs of the Regents Compliance & Audit Committee and Regents Health Services Committee.

5. The University must not enter any new Affiliation that fails to meet these requirements after July 1, 2021. Any existing Affiliation that does not meet these requirements must be amended to comply with this policy or be phased out no later than December 31, 2023.

H. Joint Clinical Advisory Committee

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

See Appendix D: Policy Compliance Checklist

V. PROCEDURES

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

VI. RELATED INFORMATION

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

VII. FREQUENTLY ASKED QUESTIONS

[RESERVED]

VIII. REVISION HISTORY

September 22, 2021: New interim policy issuance date.
This Policy is formatted to meet Web Content Accessibility Guidelines (WCAG) 2.0.

IX. APPENDIX

A. SAMPLE Quality Guidelines [RESERVED]
B. Non-Discrimination Addendum
C. Affiliations Checklist
D. Policy Compliance Checklist
UNIVERSITY OF CALIFORNIA HEALTH
NON-DISCRIMINATION ADDENDUM

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

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

WHEREAS, Affiliate      ;

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

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

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

1. Mutual Representation. By executing this Addendum, the Parties each certify their respective compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including Cal. Civ. Code § 51 (prohibiting discrimination on the basis of sex [including pregnancy and childbirth as well as gender, gender identity, and gender expression], race, color, religion, ancestry, national origin, disability, medical condition, genetic information,
marital status, sexual orientation, citizenship, primary language, or immigration status). Specifically, Affiliate offers any procedure it chooses to provide at Affiliate’s facilities or through its personnel or trainees on a non-discriminatory basis, and UC Health offers any procedure it chooses to provide at its facilities or through UC Personnel and Trainees on a non-discriminatory basis.

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

3. **Amendment.** The Parties hereby amend all Service and Training Agreements to:
   a. Delete any requirement that the University of California comply with policy-based restrictions on care or that the University require UC Personnel and Trainees to comply with policy-based restrictions on care, whether stated expressly or through reference to other policies and procedures.
   b. Include the following mutual obligations and termination right:

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

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

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

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

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

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

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

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

Affiliate:

__________________________________________________________________________

Date

__________________________________________________________________________

Date
Covered Organization Affiliation Agreement Checklist

Name of Organization (“CA”): ____________________________
Name and Brief Description of Affiliation: ____________________________
Quality Oversight Framework: ____________________________ Responsible Executive: ____________________________

☐ The above CA has no responsibility or authority to operate or manage a UC facility or program on behalf of the University.

☐ The rationale for the affiliation and its anticipated impact are as follows: ____________________________
   At a minimum, describe [i] any risks and anticipated benefits to the University’s education, research and service missions; [ii] any risks or anticipated benefits to the broader patient community; and [iii] the consequences of not proceeding with the transaction – attach a separate sheet if necessary.

☐ Access to restricted services like abortion, contraception, assisted reproductive technologies, gender-affirming care, and end of life care will be maintained or improved as a result of the affiliation. Please describe specifics: ____________________________

☐ Timely access to University (or other non-covered organization) facilities for services not provided at the CA’s facility will be assured as follows: ____________________________

☐ The affiliation agreement includes the following provisions:
   • Recitation of UC’s non-discrimination policy.
   • All parties certify compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including Cal. Civ. Code § 51.
   • All parties certify that they offer any procedures or services they choose to provide at their respective facilities or through their respective employees on a non-discriminatory basis.
   • Confirmation that the University’s evidence-based standards of care govern the medical decisions made by University faculty, staff and trainees (as applicable).
   • Confirmation that UC faculty, staff and trainees (as applicable) will: (i) make clinical decisions consistent with the standard of care and their independent professional judgment, respecting the needs and wishes of each individual patient; (ii) inform patients of all of their health care options; (iii) prescribe any interventions that are medically necessary and appropriate; (iv) transfer or refer patients to other facilities whenever they determine it is in the patient’s interests; and (v) provide any items or services where referral or transfer to another facility would, in their sole professional judgment, risk material deterioration to the patient’s condition.
   • Recital that, under the California Constitution, the University must be "entirely independent of political or sectarian influence in the … administration of its affairs."

☐ The agreement does not include any provision that purports to require the University or its personnel or trainees to abide by any other policy-based restrictions on care, including religious directives.

☐ The agreement provides that the University may terminate for convenience and/or may terminate the agreement if the University determines, in its sole discretion, that continued performance of the agreement would be incompatible with the University’s policies or values or that the affiliate has breached the agreement’s terms relating to University providers’ freedom to counsel, prescribe for, and refer patients, or to provide any necessary items and services to any patients for whom referral or transfer to another facility would risk material deterioration to the patient’s condition.

DMS 21
Any UC personnel or trainees who may be assigned to the CA have been informed or promptly will be informed: (i) that their assignment to the CA is voluntary; (ii) of the CA’s restrictions on care; (iii) any requirements the CA has adopted that they certify adherence to policy-based restrictions on care; (iv) the contractual agreements that nevertheless protect their rights to counsel, prescribe, and refer, as well as to provide emergency items and services, without limitation, including any necessary items and services to any patient for whom referral or transfer to another facility would risk material deterioration to the patient’s condition; (v) the expectation that they adhere to evidence-based standards of care and their professional judgment wherever they are providing services; and (vi) the identity of the office or person to whom complaints or concerns regarding care delivered or received at the CA may be directed.

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

Verified by: ☐ Location Contracting Office: ________________________________

Signature: ____________________________________________________________
Name: __________________________ Title: __________ Date: __________

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

Signature: ____________________________________________________________
Name: __________________________ Title: __________ Date: __________

Approved by: ☐ Chancellor ☐ Chancellor’s Designee

Signature: ____________________________________________________________
Name: __________________________ Title: __________ Date: __________
## UC HEALTH AFFILIATIONS POLICY COMPLIANCE CHECKLIST

<table>
<thead>
<tr>
<th>Deadline</th>
<th>Action</th>
<th>Responsible Party/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/01/2021</td>
<td>Moratorium on New Non-Compliant Agreements with Covered Affiliates¹</td>
<td>UC Health, Locations, UC Legal</td>
</tr>
<tr>
<td>7/22/2021</td>
<td>Regents Approval of Final Regents Policy</td>
<td>Board</td>
</tr>
<tr>
<td>TBD*</td>
<td>Issue Interim Presidential Policy and Initiate Notice and Comment Period for Final Presidential Policy</td>
<td>UC Health</td>
</tr>
<tr>
<td>TBD*</td>
<td>Train Strategy, Network Development, and Other Responsible Contracting Staff on Policy and Local Implementing Procedures</td>
<td>UCH Locations</td>
</tr>
<tr>
<td>TBD*</td>
<td>EVP UCH + Academic Senate Chair Establish Joint Clinical Advisory Committee; President Names 3 Representatives</td>
<td>UC Health, Academic Senate, PEO</td>
</tr>
<tr>
<td>TBD*</td>
<td>Develop Mechanism to Inform Patients of Limitations on Services at Covered Affiliates</td>
<td>UCH with UCH Locations</td>
</tr>
<tr>
<td>TBD*</td>
<td>Develop Standardized Communication to UCH Faculty, Staff, and Trainees Working or Training at Covered Affiliates</td>
<td>UCH with UCH Locations</td>
</tr>
<tr>
<td>TBD*</td>
<td>Develop Process and Contact/Ombuds for Faculty/Staff/Trainee and Patient Complaints and Concerns – Assure Appropriate Escalation to CEOs/Designees</td>
<td>UCH Locations</td>
</tr>
<tr>
<td>12/31/2021</td>
<td>Target for Amendment of Master Agreements or Amendments with Major Affected Affiliate Systems – if/as possible</td>
<td>Adventist Health, Dignity Health, Indian Health Service, Providence, Veterans Administration, Loma Linda</td>
</tr>
<tr>
<td>TBD*</td>
<td>DRAFT Location Reports to UCH</td>
<td>UCH Locations</td>
</tr>
<tr>
<td>6/2022 and Annually Thereafter</td>
<td>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</td>
<td>UCH Locations via UCH and SCOS</td>
</tr>
<tr>
<td>TBD*</td>
<td>First Audit to Begin</td>
<td>ECAS/Campus Internal Audit</td>
</tr>
<tr>
<td>12/31/2023</td>
<td>Amend all Agreements with Covered Affiliates in Compliance with the Regents and Presidential Policies, or Terminate any that are Non-Compliant</td>
<td>UCH Locations</td>
</tr>
</tbody>
</table>

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

¹ Per Board directive issued during 6/23/2021 meeting.
The University of California Office of the President invites comments on the Presidential Policy on the Implementation of Regents Policy 4405 Affiliations with Certain Healthcare Organizations. The policy was initially issued as an interim policy and addresses the following key issues:

- The policy supports the application of Regents Policy 4405 approved by the Board of Regents on July 22, 2021 to govern affiliation agreements between UC and healthcare organizations that have policy-based restrictions on care (each, a “covered organization”).

- This Policy unequivocally states UC’s expectations regarding care provided by its personnel and trainees in any setting and specifically requires that UC providers be permitted to counsel patients concerning all healthcare options, prescribe any medically necessary medications, refer patients to any appropriate facility for care that they cannot receive where they are being seen, and perform emergency services as they deem necessary.

- Agreements with a covered organization require certification of compliance with federal and state non-discrimination laws.

- New affiliations with covered organizations cannot be entered into unless they comply with the new policy, and any existing affiliations with covered organizations that do not comply with the new policy must be phased out no later than December 31, 2023.

If you have any questions or if you wish to comment, please contact ____________________ at ____________________, no later than ____________________, 2022.