

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COUNTY OF FRESNO**

THIS AFFILIATION AGREEMENT (the "Agreement") is made and entered into by and between The Regents of the University of California, a corporation described in California Constitution Art IX, Sec. 9, on behalf of the University of California, San Francisco, SCHOOL OF MEDICINE and its regional campus, UCSF Fresno (hereafter "SCHOOL"), and County of Fresno, a political subdivision of the State of California (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts approved and accredited medical educational programs for: resident physicians and fellows (hereafter collectively referred to as "TRAINEES") and desires access to facilities in which its TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to TRAINEES and desires to have said facilities so used; and

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

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEES obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements of ACGME;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by SCHOOL and ACGME. Such goals and objectives shall reflect SCHOOL's commitment to providing the highest quality in education and training programs to TRAINEES. A list of SCHOOL's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**. A list of SCHOOL's medical residency programs that may rotate medical residents and fellows through AFFILIATE's clinical facilities and therefore may require a separate Letter of Agreement ("LOA") with AFFILIATE under applicable ACGME guidelines is attached hereto as **Exhibit 2** and incorporated herein by reference. The parties agree that from time to time SCHOOL may unilaterally add or delete residency programs from **Exhibit 2** to reflect changes in specific programs or circumstances. In no event will SCHOOL assign TRAINEES to AFFILIATE for clinical learning experiences without AFFILIATE approval.

B. Ensure that its clinical experience programs provide appropriate supervision for all TRAINEES, as well as a duty hours schedule and work environment that are consistent with proper patient care, the educational needs and physical and emotional well-being of TRAINEES, and the applicable requirements of the ACGME.

C. Recruit and select TRAINEES who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as “Program”).

D. For each SCHOOL clinical experience program provided for under this Agreement, SCHOOL shall designate a member of SCHOOL’s faculty to provide coordination, oversight and direction of TRAINEES’ educational activities and assignments while at AFFILIATE’s facilities (hereafter “Program Director(s)” or “SCHOOL’s Program Director(s)”). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing work schedules of TRAINEES while at AFFILIATE. The parties agree that such schedules shall reflect SCHOOL’s educational mission and shall not be compromised by an excessive reliance on TRAINEES to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that TRAINEES assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each TRAINEE.

G. Ensure that each of its medical residency programs establishes formal policies governing the duty hours for TRAINEES which promote medical education, ensure TRAINEES well-being and facilitate patient care. SCHOOL’s policies regarding duty hours and moonlighting from time to time are set out at <https://fresno.ucsf.edu/resident-portal/policies-and-procedures-> (hereafter “UCSF Fresno Work Hours Policy”).

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

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

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

K. Require assigned TRAINEES to:

1. Comply with: AFFILIATE’s applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE’s policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of The Joint Commission (“TJC”) and the ACGME; and the ethical standards of the American Medical Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of the Program, consistent with the requirements of the applicable ACGME;

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

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care TRAINEES participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

5. Submit to SCHOOL the following:

- a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;
- b. Evidence of Hepatitis B either positive antibody titers or immunization;
- c. Annual proof of negative tuberculosis testing by PPD skin test. Any TRAINEE who has a positive PPD skin test will be required to provide SCHOOL with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

Upon AFFILIATE request, SCHOOL will inform each TRAINEE to submit copies of said documentation to AFFILIATE.

L. Upon request, provide AFFILIATE with a copy of SCHOOL's corporate compliance program and UCSF Fresno Campus Code of Conduct (see <http://compliance.ucsf.edu/> and <https://www.fresno.ucsf.edu/housestaffportal/documents/gmec/CodeofConduct.pdf>) and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all SCHOOL faculty and TRAINEES must comply with the requirements of SCHOOL's corporate compliance program.

M. SCHOOL will monitor the clinical learning environment and will engage AFFILIATE in addressing negative influences in the learning environment where detected.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and SCHOOL faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the SCHOOL's Program, and in a manner consistent with the standards and requirements established by SCHOOL and the applicable ACGME. A list of AFFILIATE's sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as **Exhibit 3**. AFFILIATE may not assign TRAINEES to locations other than those described in **Exhibit 3** without the prior written consent of SCHOOL.

B. For TRAINEES enrolled in SCHOOL's Graduate Medical Education ("GME") Programs, AFFILIATE shall maintain ongoing compliance with the ACGME Institutional Requirements, the ACGME Common Program Requirements and the Residency Review Committee requirements for each clinical experience program, as well as the UCSF Fresno policies regarding residents and ACGME fellows as posted on the UCSF Fresno House Staff Portal (<https://www.fresno.ucsf.edu/housestaff-portal/>).

C. Structure on-call schedules for supervising faculty at AFFILIATE's facilities in a manner that assures the Program Director that faculty supervision is readily available to TRAINEES.

D. Provide services and develop systems to minimize the work of TRAINEES that is extraneous to their educational program(s).

E. Ensure that SCHOOL faculty who are supervising medical TRAINEES at AFFILIATE facilities where medical staff privileges are required, obtain and maintain medical staff privileges at AFFILIATE's facilities.

F. Ensure that AFFILIATE physicians who are supervising medical TRAINEES at AFFILIATE facilities where medical staff privileges are required, obtain and maintain medical staff privileges at AFFILIATE's facilities. AFFILIATE's physicians who are supervising medical TRAINEES at AFFILIATE's

facilities must qualify for, obtain and maintain a faculty appointment with SCHOOL in accordance with SCHOOL's academic review and appointment procedures. During the period in which TRAINEE is assigned to the AFFILIATE, the TRAINEE shall be under the ultimate direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her designee(s).

G. Cooperate with SCHOOL to ensure that TRAINEES assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

H. Conduct formal quality assurance programs and review patient complications and deaths as follows:

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

- 2.** AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of TRAINEES and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

I. Designate, in consultation with SCHOOL, an employee of AFFILIATE to coordinate TRAINEES' duty schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with SCHOOL. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to SCHOOL's Program Director(s).

J. Implement duty schedules for TRAINEES in conjunction with SCHOOL's Program Director and in accordance with SCHOOL's educational goals and objectives and the applicable requirements of the Program and ACGME, as follows:

- 1.** AFFILIATE shall promote the Program's educational goals by ensuring that TRAINEES' learning objectives are not compromised by excessive reliance on TRAINEES to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that TRAINEES are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

- 2.** AFFILIATE shall ensure that TRAINEE duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of TRAINEES, and the applicable requirements of the Program and ACGME.

- 3.** For TRAINEES enrolled in UCSF Fresno GME programs, AFFILIATE shall adhere to the guidelines for the dutyhours and working conditions of medical residents as provided in the UCSF Fresno Duty Hours Policy. AFFILIATE shall monitor residents' hours to ensure ongoing compliance with ACGME requirements and the UCSF Fresno Duty Hours Policy. Upon SCHOOL's request, AFFILIATE shall provide data regarding TRAINEES' duty hours to the Program Director(s) and/or UCSF Fresno Graduate Medical Education Office.

K. Protect the health and safety of TRAINEES on rotation at AFFILIATE's facilities by providing each TRAINEE with the following:

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

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

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

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

L. Maintain its license as a medical facility and comply with all applicable laws, regulations, TJC, and ACGME requirements. AFFILIATE shall notify SCHOOL within five (5) days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, TJC and/or ACGME requirements.

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

N. With respect to any professional services performed by TRAINEES under this Agreement, AFFILIATE shall notify SCHOOL and its Program Director(s) as follows:

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

2. Within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a TRAINEE or SCHOOL faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a TRAINEE or SCHOOL faculty member has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank or the Medical Board of California in which a TRAINEE or SCHOOL faculty member is named.

O. Provide:

1. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.

2. An effective laboratory, and radiologic information retrieval system appropriate for the conduct of the clinical experience programs and provision of quality and timely patient care.

3. Appropriate security measures to protect TRAINEES in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

4. Access and availability of food and rest facilities for TRAINEES while on rotation at AFFILIATE's sites.

P. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a TRAINEE, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of TRAINEES, SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL's recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any TRAINEE; provided, however, that AFFILIATE will not take any action against TRAINEES in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated TRAINEE with another TRAINEE as soon as possible.

Q. AFFILIATE shall provide SCHOOL with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any TRAINEE or SCHOOL faculty member to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL's corporate compliance program.

R. The AFFILIATE will provide a learning environment that promotes the development of professional competencies of TRAINEES. The AFFILIATE will regularly assess the learning environment to identify positive and negative influences on the maintenance of professional standards and conduct, and develop appropriate mechanisms for addressing negative influences in the learning environment.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with TRAINEES' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, TRAINEES or employees shall be construed to be the agent, employee or representative of the other.

SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable federal, state, and local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable federal, state, and local laws and regulations.

V. STATUS OF TRAINEES.

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

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

C. SCHOOL and AFFILIATE shall ensure that TRAINEES have the opportunity to:

1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.

2. Participate in safe, effective, and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by SCHOOL.

3. Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other TRAINEES.

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

5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or patient care.

6. Submit to the SCHOOL's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF TRAINEES.

Commencing on the date set forth in Section X. Term, and subject to the provisions in Section II above, SCHOOL may assign TRAINEES for rotation at AFFILIATE sites.

VII. USE OF NAME.

The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of The Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any TRAINEE pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender, gender identity, gender expression, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

X. TERM.

This Agreement is effective upon execution, and shall terminate on June 30, 2030, or until earlier terminated.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving forty-five (45) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

A. If either party voluntarily maintains insurance with broader coverage or higher limits than required under this Agreement, such coverage or limits shall apply solely to that party's own protection and shall not create any entitlement or obligation for the other party.

B. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

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

2. Comprehensive or Commercial Form General Liability Insurance consistent with industry standards with minimum limits of (1) one million dollars (\$1,000,000) each occurrence; (2) one million dollars (\$1,000,000) Personal and Advertising Injury; and (3) five million dollars (\$5,000,000) General Aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

5. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

6. Sexual Abuse / Molestation Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

7. Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the AFFILIATE.

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

AFFILIATE, upon the execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance or proof of self insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

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

2. Comprehensive or Commercial Form General Liability Insurance consistent with industry standards with a limit of two million, five hundred thousand dollars (\$2,500,000) each occurrence. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering SCHOOL's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

5. Sexual Abuse / Molestation Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

6. Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for damages and claims that SCHOOL is obligated to pay because of an actual or alleged privacy breach, confidentiality breach, security breach or online media activity. Such insurance will include first- and third-party coverage for (i) privacy liability, covering damages and claims expenses arising out of SCHOOL's failure to prevent unauthorized access, disclosure or collection of information, or for not properly notifying in the event of authorized disclosure of protected categories of information, (ii) security liability, covering damages and claims arising out of a failure of system security (including written policies and procedures) to prevent or mitigate a computer attack; (iii) breach notice response services, covering crisis management and breach response costs incurred as a result of a security breach (including legal and forensic expenses, notice fulfillment services, credit monitoring services, identity restoration services, and/or call center services); (iv) privacy regulatory claims, covering damages and claims expenses resulting from regulatory claims arising out of privacy and/or security breaches; (v) Payment Card Industry Digital Security Specification Assessments resulting from a security breach; (vi) cyber extortion, covering investigation of events and reimbursement of cyber-extortion expenses and payments directly resulting from a cyber-extortion threat; (vii) multimedia liability, covering damages and claims expenses arising out of allegations of libel, slander, copyright infringement, and plagiarism in relation to publishing, transmitting or displaying media content; and (viii) restoration costs incurred because of the alteration, destruction, damage or loss of digital assets.

7. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

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

SCHOOL, upon the execution of this Agreement, and at any time during the term of this Agreement as requested by AFFILIATE, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

8. The SCHOOL has waived its right to recover from AFFILIATE, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

9. Acceptability of Insurers. Unless satisfied by SCHOOL's self-insurance programs, the insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

10. AFFILIATE's Remedy for SCHOOL's Failure to Maintain. If the SCHOOL fails to keep in effect at all times any insurance or self-insurance coverage required under this Agreement, the AFFILIATE may, in addition to other remedies it may have, suspend or terminate this Agreement upon occurrence of that failure, or purchase such insurance coverage.

11. Subcontractors. SCHOOL is not authorized to provide services under this Agreement using subcontractors.

XIII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and TRAINEES harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. SCHOOL shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents, or TRAINEES.

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement. Provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. SCHOOL shall be responsible for discipline of TRAINEES and SCHOOL faculty in accordance with SCHOOL's applicable policies and procedures.

To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. AFFILIATE shall notify UCSF of any disciplinary concern involving TRAINEES and SCHOOL personnel that it becomes aware of, including but not limited to allegations of sexual harassment or sexual violence. The failure to provide notice shall not be deemed a breach of the Agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with SCHOOL policies and only so long as any personnel assistance by SCHOOL does not materially interfere with any SCHOOL employee's performance of his or her SCHOOL employment responsibilities.

XV. DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI") BETWEEN TRAINEES AND AFFILIATE

AFFILIATE and SCHOOL each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agree to comply with HIPAA as applicable.

AFFILIATE and SCHOOL acknowledge that AFFILIATE may disclose Protected Health Information (PHI) to TRAINEES while TRAINEES are participating in training activities under this Agreement as part of AFFILIATE's workforce as defined under 45C.F.R. §160.103. SCHOOL and AFFILIATE agree that AFFILIATE and TRAINEES will share no PHI with SCHOOL.

XVI. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XVII. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

XVIII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIX. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XX. EXHIBITS.

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

XXI. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXII. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXIII. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California without regard to its conflict of law provision.

XXIV. COUNTERPARTS; ELECTRONIC COPIES

This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic signature, .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties to this document agree that a digital signature or copy of the original signature may be used for any and all purposes for which the original signature may have been used. The parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.

XXV. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL:

Graduate Medical Education
UCSF Fresno
155 N Fresno St.
Fresno, CA 93701

TO AFFILIATE:

Director, Department of Behavioral Health
County of Fresno
1925 E. Dakota Avenue
Fresno, CA 93726
DBHPAContractReview@fresnocountyca.gov

XXVI. SINGULAR AND PLURAL.

Words used herein in the singular, where the context so permits shall be deemed to include the plural and vice versa.

*[Space intentionally left blank]
[Signature page to follow]*

The parties have executed this Agreement as set forth below.

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**

SCHOOL

Signed by:
By: Jose Barral Sanchez
Jose M. Barral Sanchez, MD, PhD

Title: Vice Dean for the UCSF Regional Campus
at Fresno

Date: 10/30/2025

DocuSigned by:
By: Katherine Julian
Katherine Julian, MD

Title: Associate Dean for Graduate Medical
Education, UCSF

Date: 10/30/2025

DocuSigned by:
By: Stacy Sawtelle Vohra
Stacy Sawtelle Vohra, MD

Title: Assistant Dean of Graduate Medical
Education, Designated Institutional Official, UCSF
Fresno

Date: 10/31/2025

COUNTY OF FRESNO

AFFILIATE

By: _____
Ernest Buddy Mendes

Title: Chairman of the Board of Supervisors of
the County of Fresno

Date: _____

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COUNTY OF FRESNO**

EXHIBIT 1

This agreement includes the following Programs:

School of Medicine

1. Graduate Medical Education Programs (residents and fellows)

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COUNTY OF FRESNO**

EXHIBIT 2

This agreement includes, but is not limited to, the following medical residency programs for which Letters of Agreement may be required:

School of Medicine

1. All Graduate Medical Education Programs (residents and fellows)

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COUNTY OF FRESNO**

EXHIBIT 3

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including, but not limited to:

Department of Behavioral Health
4441 E. Cesar Chavez Blvd., Fresno CA 93702