

## Form Covered Organization Affiliation Agreement Checklist

Name of Organization (“CA”):

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Name and Brief Description of

Affiliation:

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UCR SOM Contract ID:

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Responsible Executive:

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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: **Rationale includes the following required detailed descriptions for each section below:**

*This applies to all agreement types with Covered Organizations – attach a separate sheet for each section if necessary.*

**i. Describe risks and anticipated benefits to the University’s education, research and service missions**

**ii. Describe risks or anticipated benefits to the broader patient community:**

**iii. Describe consequences of not proceeding with the transaction:**

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: \_\_\_\_\_