

Appendix E

UNIVERSITY OF CALIFORNIA HEALTH NON-DISCRIMINATION ADDENDUM¹

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

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

WHEREAS, Affiliate _____;

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

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

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

1. Mutual Representation. By executing this Addendum, the Parties each certify their respective compliance with all laws, regulations, and accreditation standards regarding non-discrimination, including (other than federal government agencies, tribal organizations, or state or local entities located in states other than California) Cal. Civ. Code § 51 (prohibiting discrimination on the basis of sex [including pregnancy and childbirth as well as gender, gender identity, and gender expression], race, color, religion, ancestry, national origin, disability,

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

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

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

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

b. Include the following mutual obligations and termination right:

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

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

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

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

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

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

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

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

Name/Title of Authorized Signatory

Date

Affiliate:

Name/Title of Authorized Signatory

Date