

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SAN MATEO COUNTY, SAN MATEO MEDICAL CENTER
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Professional Service Agreement ("Agreement") is effective October 1, 2012 ("Effective Date") and is entered into by and between the Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Dermatology ("University"), and the County of San Mateo, a political subdivision of the State of California on behalf of the San Mateo Medical Center (SMMC), and sets forth the terms and conditions under which University will provide professional medical services to SMMC's Dermatology Department.

RECITALS

WHEREAS SMMC is the owner and operator of community health clinics ("Clinics"), which offer a variety of medical services;

WHEREAS University operates a School of Medicine which includes a Department of Dermatology and employs or contracts with physicians who are licensed to practice medicine in the State of California and are qualified to provide the services identified in this Agreement for SMMC patients;

WHEREAS SMMC desires to provide for services to be performed for its patients and believes that services can be more effectively provided through an arrangement with the University;

WHEREAS University desires to provide those services through its University Medical Professionals as set forth in this Agreement, and in doing so, University shall support the mission of the University of California by providing such community service;

NOW, THEREFORE, intending to be legally bound by this Agreement and in consideration of the mutual promises made below, the parties agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

1.1 Professional Services and Coverage. During the term of this Agreement, University Medical Professionals who are listed in Exhibit 1.1, incorporated herein by reference, (collectively "University Medical Professional(s)") shall provide dermatology services to SMMC patients as scheduled by SMMC in mutual agreement with University (collectively "University Medical Professional(s)") who are listed in Exhibit 1.1. However, the SMMC Chief Executive Officer or designee shall have the right to withhold consent from any University Medical Professional to provide services under this Agreement for reasonable cause. The University Medical Professional(s) shall be employee(s) of University (and not of SMMC) and shall be compensated through the University's payroll. University shall have authority and responsibility for providing the University Medical Professional(s) to SMMC (including recruiting, hiring, promoting, compensating, and disciplining) and for establishing the terms of his or her employment with University.

1.2 Scope of Services. The Services to be provided under this Agreement shall include onsite and "teledermatological" services on patients at SMMC, and other services all as described in greater detail in Exhibit 1.2 incorporated herein by reference (collectively, the "Services").

1.3 Physician Qualifications. University Medical Professionals providing services under this Agreement shall be licensed in California, and board certified as required by their discipline.

1.4 Standards. Each University Medical Professional providing services hereunder shall perform his or her professional medical duties in accordance with (a) SMMC's Medical Staff Bylaws, rules and regulations, and policies, (b) all rules and regulations generally applicable to physicians practicing medicine in California, and (c) the standards and recommendations of the Joint Commission.

1.5 SMMC Credentialing. University physicians shall apply for and be granted SMMC Staff membership privileges prior to treating the patients of SMMC. University shall pay the credential costs for all participating University Medical Professionals.

1.6 Administrative and Miscellaneous Duties and Responsibilities

While onsite at San Mateo Medical Center, University Medical Professionals will cooperate with the administration of the SMMC. Such cooperation shall include but not be limited to the following: maintaining medical records in a timely fashion (including the appropriate use of dictation or other technology, as required by SMMC), billing, peer review, completing time studies as required by California and Federal reimbursement regulations, and SMMC compliance programs. To the extent applicable, University Medical Professional(s) shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of SMMC patients.

1.7 Billing and Compliance

University Medical Professional(s) shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as SMMC shall reasonably require. University Medical Professional(s) agrees to keep accurate and complete records. To the extent that billing is discussed in more detail in Exhibits to this Agreement, University Medical Professional(s) shall comply with those billing-related requirements.

1.8 Compliance with Rules and Regulations

University Medical Professional(s) agrees to abide by rules, regulations, and guidelines of SMMC to the extent they do not conflict with University rules, regulations and guidelines. University and University Medical Professionals will notify SMMC promptly if they determine that any SMMC rule, regulation or guideline conflicts with any University rule, regulation or guideline. SMMC and University agree that they will meet and confer at the request of either party regarding any such conflict. SMMC may from time to time amend, add, or delete rules, regulations, or guidelines at SMMC's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement. SMMC shall notify University and University Medical Professional(s) of any changes to its rules, regulations or guidelines within thirty (30) days of such changes.

1.9 Managed Care Contracts

Contractor is obligated to observe the provisions of all managed care contracts which SMMC may enter into for health care services with managed care organizations, including but not limited to Health Maintenance Organizations (HMOs), Independent Practice Associations (IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations (MSOs), Integrated Delivery Systems (IDSs), and Physician-Hospital Organizations (PHOs).

1.10 Requirement of Contractor to notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies

During the term of this Agreement, Contractor shall notify SMMC immediately, or as soon as is possible thereafter, in the event that:

- A. Any UNIVERSITY MEDICAL PROFESSIONAL(s)'s license to practice in any jurisdiction is suspended, revoked, or otherwise restricted;
- B. A complaint or report concerning any University Medical Professional(s) competence or conduct is made to any state medical or professional licensing agency;
- C. Any University Medical Professional's privileges at any hospital or health care facility or under any health care plan are denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;
- D. Any University Medical Professional's controlled substance registration certificate (issued by the Drug Enforcement Administration), if any, is being or has been suspended, revoked, or not renewed;
- E. Any University Medical Professional's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;
- F. There is a material change in any of the information the Contractor has provided to SMMC concerning any University Medical Professional(s) professional qualification or credentials; or
- G. Any University Medical Professional is convicted of a crime.

Contractor must also notify SMMC within thirty (30) days of any breach of this Agreement, of violation of any of SMMC rules or regulations, whether by others or by the University Medical Professional(s) himself/herself, or if the University Medical Professional(s) is subject to or a participant in any form of activity which could be characterized as discrimination or harassment.

1.11 Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no fewer than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

1.12 Citizenship Duties of Contractor

A. University Medical Professional(s) will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to participation in quality improvement and utilization management efforts.

B. University Medical Professional(s) will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated.

C. University Medical Professional(s) will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all SMMC employees.

D. To the extent that citizenship duties are discussed in more detail in Exhibits to this Agreement, University Medical Professional(s) shall comply with those additional duties and requirements.

1.13 University's Conflict of Interest

University shall inform SMMC of any other arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in University's performance of its duties under this Agreement. In the event the University Medical Professional(s) pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) University Medical Professional(s) performance under this Agreement, SMMC may exercise its rights and privileges under Section 4 below.

1.14 Non-Permitted Uses of San Mateo County Premises

University agrees not to use, or permit any of University's representatives to use, any SMMC facility or service for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, University agrees that no part of the premises of SMMC shall be used at any time as an office for private practice or delivery of care for non-San Mateo County patients.

1.15 No Contract in County Name

University shall not have the right or authority to enter into any contract in the name of SMMC or otherwise bind SMMC in any way without the express written consent of SMMC.

1.16 Professional Standards

University Medical Professional(s) shall perform his or her duties under this Agreement in accordance with the rules of ethics of the medical profession. University Medical Professional(s) shall also perform his/her duties under this Agreement in accordance with the appropriate standard of care for his/her medical profession and specialty.

2. **RESPONSIBILITIES OF SMMC**

SMMC shall provide the space, equipment, services, supplies and appropriate and customary support personnel for University Medical Professionals as set forth in this Article 2 in accordance with sound medical and legal practices and any applicable federal and state laws and regulations, including the requirements of the Joint Commission and applicable Medicare Conditions of Participation.

2.1 Space. SMMC shall provide University Medical Professionals with suitable space to perform the Services while onsite. SMMC shall remain responsible for the overall operation of the Clinic and shall maintain such space and facilities in good and sanitary order, condition, and repair.

2.2 Equipment. SMMC shall furnish all equipment and supplies necessary for University Medical Professionals to perform the Services, including but not limited to the specialized equipment described in Exhibit 2.2. of this Agreement, incorporated herein by reference. SMMC will be responsible for ensuring that the equipment used by University Medical Professionals pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.

2.3 Services and Supplies. SMMC shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including medical records, administrative and engineering services, and expendable supplies as SMMC and University reasonably agree is necessary for the proper delivery of the services.

2.4 Personnel. SMMC shall employ or otherwise retain all non-physician personnel, including nurses, technicians, therapists, and clerical personnel necessary for the proper delivery of the services. SMMC shall ensure that such personnel are appropriately trained and certified or licensed as necessary and are covered by SMMC's insurance or have obtained equivalent coverage. SMMC shall be solely responsible for satisfying any and all obligations for any personnel it retains, employs or contracts with to assist it to perform this Agreement. Such obligations shall include, but are not limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

2.5 Data Security. SMMC warrants and represents that it will send an Inquiry (defined in Exhibit 1.2 of this Agreement, incorporated herein by reference) via a secured and encrypted line and that its computers used for the Services shall be protected by the current computer anti-virus and internet security software. In the event of a data breach of SMMC's IT infrastructure or computer network or computer systems, which requires the notification of patients, SMMC shall solely bear any and all related costs.

3. COMPENSATION AND BILLING

3.1 Compensation to University. The SMMC shall pay University for the services as provided in Exhibit 3.1 of this Agreement, incorporated herein by reference.

3.2 Billing. SMMC shall bill, collect, and retain fees for professional services provided by University Medical Professionals.

3.3 Compliance with Laws. SMMC represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. SMMC shall use its best efforts to ensure that all claims relating to the services satisfy all applicable payor rules, regulations, and instructions. Without limiting the scope of the indemnification provided in Section 7.1 below, SMMC shall indemnify, defend and hold harmless University and University Medical Professionals from any liability, loss, damage, claim, fine, or expense, including costs and reasonable attorneys' fees, arising from any actual or alleged billing errors, false claims, or insurance fraud relating to claims erroneously made by SMMC for any service to the extent that such errors, false claims, or insurance fraud relating to claims erroneously made by SMMC are not due to acts or omissions by University Medical Professionals..

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for a two-year period beginning on the Effective Date of October 1, 2012 and shall end on September 30, 2014, unless terminated sooner as set forth hereunder.

4.2 Termination Without Cause. Either party may terminate this Agreement without cause upon at least sixty (60) days' prior written notice to the other party.

4.3 Termination With Cause. Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party fifteen (15) calendar days' prior written notice of such breach. If such breach is not cured by the breaching party within fifteen (15) calendar days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) calendar day period.

4.4 Immediate Termination. Notwithstanding any other provision herein, this Agreement shall be terminated immediately by either party if: (a) University Medical Professionals or SMMC (including its individual physicians) have their respective license to practice medicine in the State of California suspended or revoked; (b) if the insurance coverage for University Medical Professionals or SMMC, as required hereunder, is canceled or modified; or (c) if SMMC fails to meet the requirements of the Medicare conditions of participation.

5. MEDICAL RECORDS

5.1 Confidentiality. The parties agree to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including but not limited to the California Confidentiality of Medical Records Information Act, codified at Section 56.1, et seq., of the California Civil Code and California Evidence Code Sections 1156 and 1157.

5.2 Ownership. All medical records and charts created at SMMC by University Medical Professionals pursuant to this Agreement shall be and remain the property of SMMC; provided, however, University and/or University Medical Professionals shall be entitled to inspect and/or obtain copies of all such records upon request.

6. STATUS OF THE PARTIES

It is the express intention of the parties that the legal status of University to SMMC shall be that of an independent practice, furnishing the services of its employees to SMMC under a

contractual arrangement, which constitutes neither a partnership, joint venture, or a cost-sharing arrangement. University shall be solely responsible for paying or withholding all relevant taxes arising from the compensation of the University Medical Professionals, and University shall be solely responsible for all other governmental requirements applicable to University and the University Medical Professionals arising out of their employment relationship. The University Medical Professionals shall have no claim under this Agreement, or otherwise, against SMMC for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of University.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification by SMMC. SMMC shall defend, indemnify and hold University, University Medical Professionals, and University 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 SMMC, its officers, employees, or agents. Further, SMMC shall defend, indemnify and hold University, University Medical Professionals, and University 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 a breach of SMMC's obligations under this Agreement or of a data breach in SMMC's IT infrastructure, computer network, or computer systems.

7.2 Indemnification by University. University shall defend, indemnify and hold SMMC, 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 University, its officers, employees, or agents. Further, University shall defend, indemnify and hold SMMC, SMMC Medical Professionals, and SMMC 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 a breach of University's obligations under this Agreement or of a data breach in University's IT infrastructure, computer network or computer systems.

7.3 Insurance for SMMC. SMMC shall secure and maintain the insurance coverage described in Exhibit 7.3.

7.4 Insurance for University Medical Professionals. The University of California shall secure and maintain during the term of this Agreement professional medical liability, comprehensive general liability and workers compensation insurance on behalf of University Medical Professionals in accordance with University policies and procedures described in Exhibit 7.4.

8. USE OF NAME AND MARKETING

8.1 Use of Name. The parties agree that any use of the "University," 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.

8.2 Marketing of University Medical Professionals. SMMC shall not advertise or use any of the University Medical Professional's names in any marketing materials without University's prior written consent.

9. COOPERATION IN DISPOSITION OF CLAIMS

SMMC and University agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event which may result in liability to either party to the Agreement. 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. University shall be responsible for discipline of University Medical Professionals in accordance with University's applicable policies and procedures.

To the extent allowed by law, SMMC and University shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or 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 SMMC or University 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.

10. PATIENT RECORDS

Any and all of SMMC's medical records and charts created at SMMC's facilities as a result of performance under this Agreement shall be and shall remain the property of SMMC. Both during and after the term of this Agreement, University shall be permitted to inspect and/or duplicate, at University's expense, any individual charts or records which are (1) necessary to assist in the defense of any malpractice or similar claim, and (2) relevant to any disciplinary action, (3) for educational or research purposes; and/or (4) necessary for University to ensure compliance with all regulatory requirements. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

11. COMPLIANCE WITH LAWS

11.1 The parties shall comply with all applicable local, state and federal laws and regulations and with the requirements of the Joint Commission.

11.2 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of SMMC and University. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any University or SMMC representative.

11.3 Non-Discrimination

University shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reasons of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

University shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting as part of this Agreement a signed letter of assurance of compliance (Attachment I to this Agreement).

General Non-Discrimination. University agrees that no person shall, on the grounds of race, color, religion, ancestry, gender, age national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

University shall comply with the SMMC admission and treatment policies, which provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

University shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. University's equal employment policies shall be made available to SMMC upon request.

12. GENERAL

12.1. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California.

12.2. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

12.3. Assignment. Neither party may assign, delegate or transfer in any manner the obligations and rights set forth in this Agreement.

12.4. Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

12.5. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

12.6. Notice. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

If to University:

Mounira Kenaani
UCSF, Department of Dermatology
2200 Post Street, Suite C130
San Francisco, CA 94143-1214
Facsimile:

If to SMMC:

Chief Executive Officer
San Mateo Medical Center
222 W. 39th Avenue
San Mateo, CA 94403
Facsimile: 650/573-2950

With Copy to:

County Counsel's Office
400 County Center
Redwood City, CA 94063
Facsimile: 650/363-4034

12.7. Change in Law. In the event that a change in state or federal law, statute, regulation, or enforcement or same materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.

12.8. Third Parties. This Agreement is not intended and shall not be construed to create any rights for any third party.

12.9. Counterparts. 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.

12.10. Ability to Enter Agreement. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

12.11. Exhibits. All exhibits referred to herein are hereby incorporated herein. In the event that any provision of this Agreement conflicts with any exhibit to this Agreement, the exhibit shall control with respect to the subject matter of such exhibit.

Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit 1.1 University Medical Professionals

Exhibit 1.2 Description of Services

Exhibit 2.2 Equipment

Exhibit 3.1 Billing Procedure and Compensation Schedule

Exhibit 7.3 SMMC Insurance

Exhibit 7.4 University Insurance

Exhibit C Citizenship Duties of University Medical Professional(s) and Other Services

Exhibit E Corporate Compliance SMMC Code of Conduct (Third Parties)


Attachment I Section 504 Compliance

Signatures follow on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth in Article 4 above.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, on behalf of UCSF,
Department of Dermatology ("UCSF")

COUNTY OF SAN MATEO

By: 
Neal Cohen, M.D.
Vice Dean, School of Medicine

By: _____
President, Board of Supervisors
San Mateo County

Date: 10-31-12

Date: _____

Attest: _____
Clerk of Said Board

Date: _____

Approved as to form:

By: _____

Its: _____

EXHIBIT 1.1

UNIVERSITY MEDICAL PROFESSIONALS

To be determined by University in cooperation and consultation with SMMC. University may replace any University Medical Professional assigned to provide Services with another health professional with the appropriate qualifications in the respective areas of clinical expertise. The SMMC Chief Executive Officer or designee shall have discretion to withdraw consent from any University Medical Professional to provide services under this Agreement.

EXHIBIT 1.2

DESCRIPTION OF SERVICES

In consideration of the payments specified in Exhibit 3.1, Contractor shall perform such services described below under the general direction of the SMMC Chief Medical Officer:

- I. Each week for forty-eight (48) weeks per year, University shall provide at SMMC one (1) full day Dermatology Clinic, of eight (8) hours in duration.
- II. All Dermatology patients must undergo a teledermatology screening prior to making an appointment in the Dermatology Clinic at SMMC referenced in Section I of this Exhibit 1.2.
- III. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations, and maintain such active staff status as a condition of the Agreement.

EXHIBIT 3.1

BILLING PROCEDURE AND COMPENSATION SCHEDULE

In consideration of the services specified in Exhibit 1.2, County will pay University based on the following:

- I. Contractor shall be paid a fixed rate of SEVEN THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$7,833) per month for 24 months.
- II. The term of this Agreement is October 1, 2012 through September 30, 2014. Total payments for services performed under this Agreement shall not exceed ONE HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$188,000).
- III The components of the total cost for this Agreement are as follows:
 - A. Transportation \$2,000 per year
 - B. Computer maintenance \$1,000 per year
 - C. Dermatology Pathology \$7,000 per year to be provided by University Pathology Department
 - D. Dermatologist and Teledermatology \$84,000 per year

On a monthly basis once an invoice has been received from University, payment to be sent from County (SMMC) within fifteen (15) working days. County shall remit payment to:

Mounira Kenaani, MBA
Department Manager, Dermatology
University of California
2200 Post Street, Suite C-130
San Francisco, CA 94143-1214

- IV. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of this Exhibit. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

EXHIBIT 2.2

EQUIPMENT

SMMC is solely responsible for procuring equipment and computer services needed to enable the teledermatology encounters to be prepared and sent to UCSF Teledermatology, including, but not limited to, approximately twenty (20) cameras, appropriate software, adequate personal computers, and an IT infrastructure, computer network, or computer systems, which comply with the requirements of the University as may be revised from time to time.

EXHIBIT 7.3

SMMC INSURANCE

SMMC warrants that it maintains commercial insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical Liability Insurance of FIVE MILLION DOLLARS (\$5,000,000).
2. Comprehensive General Liability Insurance of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) per occurrence and Excess General Liability, in the amount of TWENTY FIVE MILLION DOLLARS (\$25,000,000) per occurrence.
3. Worker's Compensation Liability Insurance compliant with State of California legal requirements.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of SMMC.

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

EXHIBIT 7.4

UNIVERSITY INSURANCE

University shall maintain a program of self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence.
2. Comprehensive General Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence.
3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of University.

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

EXHIBIT C

CITIZENSHIP DUTIES OF CONTRACTOR AND OTHER SERVICES

- I. Contractor will meet County expectations of dermatology productivity, as determined by relevant standards and adjusted for local conditions.
- II. Contractor will be physically present in the designated location and prepared to perform designated duties during the entire duration of the relevant work schedule as detailed in Exhibit A. Specifically, Contractor will commence work on time and not leave until duties are complete.
- III. Contractor will work cooperatively with County designees to optimize work flow, including participating in work-flow analysis, appropriate use of scheduling, division of duties, optimal use of clinic staff, and other activities as designated by County.
- IV. Contractor will maintain appropriate medical records, including the use of dictation or other technology required by County.
- V. Contractor will make all reasonable efforts to schedule the provision of services and procedures, including but not limited to clinics and surgery, in a manner that complies with County's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances.
- VI. Contractor will attempt to provide two (2) months notice, but under no circumstance shall provide fewer than two (2) weeks notice, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.
- VII. Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in quality improvement and utilization management efforts.
- VIII. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated and participation in primary care provider education, including presentations at noon conferences.
- IX. Contractor will make all reasonable efforts to comply with County requests to staff services at satellite, community-based clinics other than those at San Mateo Medical Center's Main Campus at 222 W. 39th Avenue, San Mateo, CA, provided that total services do not exceed those specified in Exhibit A.
- X. Contractor will conduct himself/herself with professionalism at all times, which

includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.

- XI. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
- XII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting dermatology standards as defined by the Joint Commission, Title XXII, and other applicable standards.

Monica Kenna
Contractor's Signature

12/5/12
Date

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

**TO REPORT VIOLATIONS, CALL THE
COMPLIANCE HOT LINE: (800) 965-9775**

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

Mounira Kacaci
Name of Person/Entity (the "Undersigned")

Mounira Kacaci 12/5/2
Signature and Printed Name Date

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

UCSF, Department of Dermatology
Name of Contractor(s) - Type or Print

1701 Divisadero Street, Suite 4-22
Street Address or P.O. Box

San Francisco, CA 94143-1214
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Administrative Director
Title of Authorized Official

11/26/2012
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."