

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective September 21, 2011 ("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 Medicine at San Francisco General Hospital, Division of Endocrinology ("UCSF"), and County of Monterey on behalf of its Health Department ("HEALTH DEPARTMENT"), a political subdivision of the State of California, sets forth the terms and conditions under which UCSF will provide professional medical services to HEALTH DEPARTMENT.

RECITALS

A. HEALTH DEPARTMENT operates an outpatient internal medicine clinic, a Federally Qualified Health Center Look Alike located in Salinas, California.

B. UCSF operates a School of Medicine which includes a Department of Medicine 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 the HEALTH DEPARTMENT's patients;

C. HEALTH DEPARTMENT desires to provide for services to be performed for its patients and does not have the capability to do so; and

D. UCSF desires to provide those services through its Physicians as set forth in this Agreement. In doing so, UCSF shall support the mission of the University of California by providing professional outpatient consultative services to this underserved community.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF UCSF

1.1 Professional Services and Coverage. During the term of this Agreement, UCSF Physician(s) shall provide professional services to HEALTH DEPARTMENT patients as scheduled by HEALTH DEPARTMENT in mutual agreement with UCSF ("UCSF Physician" or "UCSF Physicians" as the case may be). UCSF shall have authority and responsibility for providing the services of UCSF Physicians to HEALTH DEPARTMENT (including recruiting, hiring, promoting, compensating, and disciplining) and for establishing the terms of his or her employment with UCSF. The UCSF Physicians shall be employees of UCSF and shall be carried on UCSF's payroll.

1.2 Scope of Services. The Services to be provided under this Agreement shall include the provision of professional services in an outpatient clinic ("Services") on patients

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NTE: \$84,000.00

at the HEALTH DEPARTMENT's Laurel Internal Medicine Clinic. A more detailed description of the Services is described in Exhibit 1.1, attached hereto and incorporated herein by reference.

1.3 Physician Qualifications. UCSF Physicians providing services under this Agreement shall be licensed in California as a physician and board certified. UCSF shall provide the HEALTH DEPARTMENT with provider specific credentialing information such as a copy of the California medical license, DEA certificate, NPI document, proof of professional liability insurance, and board certification at a minimum of two weeks prior to Provider start date. For emergency situations, UCSF must provide HEALTH DEPARTMENT with credentialing information at least forty-eight (48) hours prior to Provider start date. UCSF shall also provide all re-credentialing information as requested by the HEALTH DEPARTMENT.

1.4 Clinic Sessions and Hours of Availability. UCSF Physicians will provide Services at the HEALTH DEPARTMENT's Laurel Internal Medicine Clinic. Specific days and times will be agreed upon by both UCSF and the HEALTH DEPARTMENT. A one-hour lunch break will also be included. Schedule templates including the duration of appointments, number of appointments and types of appointments will be determined and approved by UCSF Physicians no later than one week prior to clinic session. A more detailed description of the Services is described in Exhibit 1.1, attached hereto and incorporated herein by reference.

1.5 Standards. Each UCSF Physician providing services hereunder shall perform his or her professional medical duties in accordance with: (a) applicable Federal, State and County laws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in California; and (c) applicable requirements of third party payor programs.

1.6 Policies and Procedure. Each UCSF physician providing services hereunder shall comply with all HEALTH DEPARTMENT policies and procedures to the extent that such policies and procedures are not in conflict with the duties or obligations of UCSF Pharmacists, UCSF, its employees, officers, and agents under UCSF policies, procedures, standards and requirements or bylaws. If UCSF Physicians desire to utilize UCSF written protocols, UCSF Physicians will discuss with the HEALTH DEPARTMENT prior to implementation.

2. RESPONSIBILITIES OF HEALTH DEPARTMENT

HEALTH DEPARTMENT shall provide the following: space, equipment, services, supplies and personnel in this Article 2 in accordance with sound medical and legal practices and any applicable federal and state laws and regulations, including the Medicare and Medical Conditions of Participation.

2.1 Space. HEALTH DEPARTMENT shall provide UCSF Physicians with suitable space at HEALTH DEPARTMENT's Laurel Internal Medicine Clinic to perform the Services at the times set forth in Section 1.4 above. HEALTH DEPARTMENT shall remain responsible for the overall operation of the clinics and shall maintain such space and facilities in good and sanitary order, condition, and repair.

2.2 Equipment. HEALTH DEPARTMENT shall furnish such equipment and supplies necessary for UCSF Physicians to perform the Services. HEALTH DEPARTMENT will be responsible for ensuring that the equipment used by UCSF Physicians pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.

2.3 Services and Supplies. HEALTH DEPARTMENT shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including appointment scheduling, medical records, administrative and engineering services, and expendable supplies as HEALTH DEPARTMENT and UCSF agree is necessary for the proper operation and conduct of the clinics.

2.4 Personnel. HEALTH DEPARTMENT shall employ or otherwise retain all non-physician personnel, including nurses, technicians, therapists, and clerical personnel necessary for the proper operation and conduct of these clinics. HEALTH DEPARTMENT shall ensure that such personnel are appropriately trained and certified or licensed as necessary and are covered by HEALTH DEPARTMENT's insurance or have obtained equivalent coverage. HEALTH DEPARTMENT 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 Policies and Procedure. Each non-UCSF physician caring for patient at these clinics will follow the HEALTH DEPARTMENT'S policies and procedures and protocols.

3. COMPENSATION AND BILLING

3.1 Compensation to UCSF. HEALTH DEPARTMENT agrees as follows:

a) The HEALTH DEPARTMENT agrees to pay to UCSF One-Thousand Seven-Hundred Fifty Dollars (\$1,750) per clinic session for professional medical services provided from September 21, 2011 to September 20, 2013. A more detailed description of the Compensation is set forth in Exhibit 1.1, attached hereto and incorporated herein by reference.

b) HEALTH DEPARTMENT will provide payment for services rendered PSA with The Regents of the University of California.
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pursuant to this Agreement at the beginning of each month no later than the twentieth day for those services rendered during the preceding month. Payment shall be made by check made payable to The Regents of the University of California and mailed to: Jennifer Fowler, Endocrinology Division Administrator, UCSF Box 0843, San Francisco, CA 94143.

3.2 Billing. HEALTH DEPARTMENT shall bill and collect for the professional medical services rendered by UCSF Physicians. HEALTH DEPARTMENT and UCSF shall comply with applicable laws, regulations and customary professional practices governing billing for Medicare and Medi-Cal programs. UCSF shall ensure that Physicians providing services pursuant to this Agreement shall either be credentialed or eligible for credentialing with agreed upon third party payor programs such as Medi-Cal and Medicare.

3.3 Compliance with Laws. HEALTH DEPARTMENT represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. HEALTH DEPARTMENT 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, HEALTH DEPARTMENT shall indemnify, defend and hold harmless UCSF and UCSF physicians and fellows 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 for any Service.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be from September 21, 2011 until September 20, 2013.

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) days' prior written notice of such breach. If such breach is not cured by the breaching party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

4.4 Immediate Termination. Notwithstanding any other provision herein, either party upon notification may terminate the services of an individual Provider immediately if: (a) UCSF Physicians or HEALTH DEPARTMENT (including its individual physicians) have their respective license to practice medicine in the State of California suspended or revoked; or (b) if the insurance coverage for UCSF Physicians or HEALTH DEPARTMENT, as required hereunder, is canceled or modified. Notwithstanding any other provision herein, either party upon notification may terminate this Agreement immediately if UCSF or HEALTH DEPARTMENT fails to maintain its accreditation or meet the

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requirements of the Medicare and Medi-Cal conditions of participation.

4.5 Compliance. The Compliance Officer of either party, on advice of legal counsel, may terminate the Agreement at any time upon notice to the other party based upon a determination, in the Compliance Officer's reasonable discretion, that this Agreement presents a compliance risk for that party. If that party's Compliance Officer determines the compliance risk does not require immediate termination, both parties may mutually agree to cure the risk by amending the Agreement and changing related policies and procedures, if in each Compliance Officer's reasonable discretion, the compliance risk can be eliminated within an appropriate period of time.

5. MEDICAL RECORDS

HEALTH DEPARTMENT will maintain and store the medical records in a secure location implementing reasonable safeguards against unauthorized access, damage or destruction. All changes or modification to the medical records must comply with the law. HEALTH DEPARTMENT shall retain custody of the medical records until such time as retention is no longer required by law.

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 Health Information Portability and Accountability Act ("HIPAA"), the California Confidentiality of Medical Records Information Act, codified at Section 56.1 of the California Civil Code and California Evidence Code Sections 1156 and 1157.

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

- (a) HEALTH DEPARTMENT shall permit UCSF to access the Records as may be necessary for any business or legal need of UCSF. UCSF will attempt to schedule such access at times which is minimally disruptive to HEALTH DEPARTMENT practice and patient care.
- (b) HEALTH DEPARTMENT shall provide UCSF legible copies of the Records upon request of UCSF; provided that UCSF shall pay reasonable costs of copying for Records in excess of six records per calendar month. This provision shall not operate to modify in any way HEALTH DEPARTMENT obligation to provide copies of Records to UCSF or to any insurance company or other entity in connection with professional liability defense or coverage.

- (c) HEALTH DEPARTMENT shall cooperate with UCSF in defending any claim, action or allegation related to patient care, billing, professional conduct, peer review or credentialing, or similar issues which depend upon or are related to the Records or the care reflected in the Records. Provider shall retain any Records involved in such claim, action or allegation until such time as the claim, action or allegation is finally and irrevocably settled.

6. STATUS OF THE PARTIES

6.1 It is the express intention of the parties that the legal status of UCSF to HEALTH DEPARTMENT shall be that of an independent practice, furnishing the services of its employees to HEALTH DEPARTMENT under a contractual arrangement, which constitutes neither a partnership, joint venture, or a cost-sharing arrangement. UCSF shall be solely responsible for paying or withholding all relevant taxes arising from the compensation of the UCSF Physicians, and UCSF shall be solely responsible for all other governmental requirements applicable to UCSF and the UCSF Physicians arising out of their employment relationship. The UCSF Physicians shall have no claim under this Agreement, or otherwise, against HEALTH DEPARTMENT 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 UCSF.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification by HEALTH DEPARTMENT. HEALTH DEPARTMENT shall defend, indemnify and hold UCSF, UCSF Physicians, 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 HEALTH DEPARTMENT, its officers, employees, or agents.

7.2 Indemnification by UCSF. UCSF shall defend, indemnify and hold HEALTH DEPARTMENT, 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 UCSF, its officers, employees, or agents.

7.3 Insurance for HEALTH DEPARTMENT. HEALTH DEPARTMENT shall secure and maintain the insurance coverage or self-insurance described in Exhibit 1.2, a

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copy of which is attached hereto and incorporated herein by this reference.

7.4 Insurance for UCSF. The University of California shall secure and maintain the insurance coverage or self-insurance described in Exhibit 1.3, a copy of which is attached hereto and incorporated herein by this reference.

8. USE OF NAME AND MARKETING

8.1 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 Director of Marketing for the UCSF Medical Center in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

8.2 Marketing of UCSF Physicians. HEALTH DEPARTMENT shall not advertise or use any of the UCSF Physician's names in any marketing materials without UCSF's prior written consent.

9. COOPERATION IN DISPOSITION OF CLAIMS.

UCSF and HEALTH DEPARTMENT 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 the other party. 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. UCSF shall be responsible for discipline of UCSF Physician(s) in accordance with UCSF's applicable policies and procedures.

To the extent allowed by law, HEALTH DEPARTMENT and UCSF shall each 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 HEALTH DEPARTMENT or UCSF 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 HEALTH DEPARTMENT's medical records and charts created at HEALTH DEPARTMENT's facilities as a result of performance under this Agreement shall

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be and shall remain the property of HEALTH DEPARTMENT. Both during and after the term of this Agreement, UCSF shall be permitted to inspect and/or duplicate at HEALTH DEPARTMENT'S expense any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; and/or (2) relevant to any disciplinary action. Both during and after the term of this Agreement, UCSF shall be permitted to inspect and/or duplicate at UCSF's expense any individual charts or records, including physician notes, billing documents, coding documents, and other related documents which are to ensure compliance with all regulatory requirements. Both during and after the term of this Agreement, UCSF shall be permitted to inspect and/or duplicate at UCSF's expense any individual charts or records which are for educational or research purposes. 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

The parties shall comply with all applicable state and federal laws and regulations and with the requirements of Medicare and Medi-Cal.

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

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served or mailed by certified mail, return receipt requested, to the following:

If to UCSF:

Elizabeth Murphy, MD, DPhil
Chief, Division of Endocrinology
UCSF Department of Medicine at SFGH
1001 Potrero Ave, Bldg 30, 5th floor, Room 3501K
San Francisco, CA 94143

If to Health Department:

Ray Bullick, Director
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906

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 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.

12.10 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.

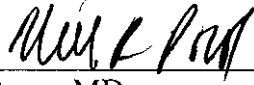
12.11 Ability to Enter Agreement. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

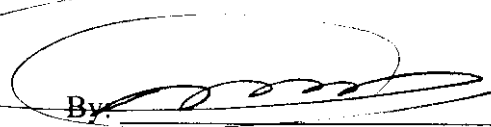
12.12 Non-exclusive agreement. This Agreement is non-exclusive and both HEALTH DEPARTMENT and UCSF expressly reserve the right to contract with other entities for the same or similar services.

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 Medicine ("UCSF")


COUNTY OF MONTEREY

By: 
Neil Powe, MD
Chief of Medical Services, SFGH
Vice-Chair, Department of Medicine


Mike Derr,
Contracts Purchasing Officer

Date: _____

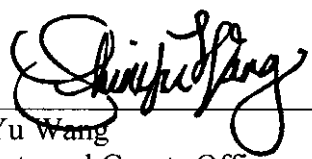
Date: 9-20-11

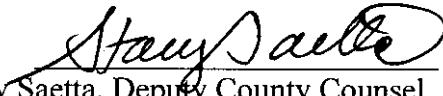
By: 
Neal Cohen, MD
Interim Vice Dean for Academic Affairs
UCSF School of Medicine

By:  
Ray Bullick, Director
Department of Health

Date: 9/7/11

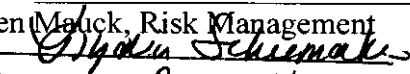
Date: 9-15-11

By: 
Shin-Yu Wang
Contracts and Grants Officer

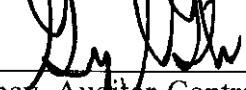
Approved as to Legal Form:
By: 
Stacy Saetta, Deputy County Counsel

Date: 9/6/11

APPROVED AS TO INDEMNITY
INSURANCE LANGUAGE
By: _____
Steven Mauck, Risk Management

By: 
Date: 9-20-11

Approved as to Fiscal Provisions:

By: 
Gary Giboney, Auditor-Controller

Date: 9-20-11

EXHIBIT 1.1
UCSF SCOPE/DESCRIPTION OF SERVICES

The services to be provided under this Agreement shall include the provision of professional services in an outpatient clinic on patients at the HEALTH DEPARTMENT's Laurel Internal Medicine Clinic at:

1441 Constitution Blvd, Building 151
 Salinas, CA 93906

The UCSF Department of Medicine will provide outpatient evaluations and consultations in a clinic setting in endocrinology. At least one UCSF Physician will be present at each of these clinic sessions. At UCSF's sole discretion and expense, additional UCSF Physicians may also participate in the clinics.

The number of days per year as well as the specific dates and times for each clinic will be determined by and mutually agreed to by the HEALTH DEPARTMENT and the Division Chief at UCSF.

UCSF may at its sole discretion cancel clinics with a minimum of 48 hours notice to the HEALTH DEPARTMENT.

<u>Physician Name</u>	<u>Clinical Service</u>	<u>Title</u>	<u>UCSF Department</u>	<u>Certifications</u>	<u>National Provider Identifier (NPI#)</u>	<u>Current Telephone Number</u>
Elizabeth Murphy, MD	Endocrinology	Current Division Chief (9/1/11)	Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Endocrinology	NPI# 1477664910	415-206-3804
Sarah Kim, MD	Endocrinology	Assistant Clinical Professor	Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Internal Medicine and Endocrinology	NPI# 1790075331	415-206-3828
Jennifer Park-Sigal, MD	Endocrinology	Assistant Clinical Professor	Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Internal Medicine and Endocrinology	NPI # 1790992998	415-206-3828

September 20,
September 21, 2011- 2013

Term:

	Days / Year	Per Clinic Session	Total
Endocrinology	Up to 24 Days/ Year	\$1,750	Up to \$84,000

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EXHIBIT 1.2**HEALTH DEPARTMENT INSURANCE**

HEALTH DEPARTMENT certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this Agreement as follows:

1. **Professional Medical Liability Insurance** or self-insurance with financially-sound and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then HEALTH DEPARTMENT shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. **General Liability Self-Insurance** The Health Department and County of Monterey shall maintain self-insurance with a one (\$1,000,000) million self-insured retention and five (\$5,000,000) million coverage in the aggregate.
3. **Workers' Compensation Insurance** in a form and amount covering HEALTH DEPARTMENT'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.

The coverage referred to in Section 2 above shall be endorsed to include UCSF as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of HEALTH DEPARTMENT, its officers, agents, and/or employees. HEALTH DEPARTMENT, upon execution of this Agreement, shall furnish UCSF with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to UCSF of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT 1.3
UCSF INSURANCE

The University certifies that it maintains a program of self-insurance that covers its activities in connection with this Agreement as follows:

1. **Professional Medical and Hospital Liability Insurance.** UCSF maintains a program of professional liability self-insurance with self-insured retention levels of five million dollars (\$5,000,000).

If UCSF opts to purchase insurance and coverage is written on a claims-made form, it shall continue for three (3) years following termination of the Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of the Agreement. In the event that a claims-made policy is canceled or non-renewed, then UCSF shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. **Comprehensive General Liability Insurance.** UCSF maintains a program of general liability self-insurance with self-insured retention levels of five million dollars (\$5,000,000).

If UCSF opts to purchase insurance and coverage is written on a claims-made form, it shall continue for three (3) years following termination of the Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of the Agreement. In the event that a claims-made policy is canceled or non-renewed, then UCSF shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

3. **Worker's Compensation Liability Insurance** with self-insured retention in amounts required by the State of California.

The coverage referred to in Section 2 above shall be endorsed to include the HEALTH DEPARTMENT as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UCSF, its officers, agents, and/or employees. UCSF, upon execution of this Agreement, shall furnish HEALTH DEPARTMENT with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to HEALTH DEPARTMENT of any modification, change, or cancellation of any of the above insurance coverages.