

**THIRD AMENDMENT
TO THE
MEDICAL DIRECTOR AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND
THE CITY OF ALAMEDA**

THIS THIRD AMENDMENT is 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, Department of Emergency Medicine (hereinafter referred to as "UCSF"), and City of Alameda, municipal corporation ("City").

RECITALS:

WHEREAS, UCSF and the City, for its Alameda Fire Department, entered into a Medical Director Agreement with an effective date of July 29, 2020, in which UCSF will provide a UCSF Physician to serve as the medical director of Alameda City's Fire Department Division of Emergency Medical Services ("Services"), and subsequently, a First amendment with an effective date of January 1, 2022 and a Second Amendment with an effective date of March 1, 2022 (hereinafter collectively referred to as "Agreement").

WHEREAS, UCSF wishes to continue to provide Services, and the City wishes to continue to receive such Services under the Agreement.

NOW THEREFORE, UCSF and the City hereby agree to amend the Agreement, as follows:

1. The effective date of this Third Amendment shall retroactively commence on March 1, 2024.
2. Section 4.1.a, Compensation, of the Agreement is deleted in its entirety and replaced with the following:

- 4.1 (a) Compensation. Fire Department shall pay UCSF monthly for services performed under this Agreement as described below:

| Period | Hours/Month | Hourly Rate | Administrative Fee | Max Total/Month*^ |
|----------------------------------|--------------------|--------------------|---------------------------|--------------------------|
| March 1, 2024 - June 30, 2024 | Up to 20 | \$325.71 | \$392 | \$6,906 |
| July 1, 2024 - June 30, 2025 | Up to 20 | \$338.74 | \$408 | \$7,183 |
| July 1, 2025 - February 28, 2026 | Up to 20 | \$357.05 | \$429 | \$7,570 |

*Services not to exceed 20 hours/month

^Includes Administrative Fee

Total compensation during the period March 1, 2024 through February 28, 2026 shall not exceed \$174,378, **for a total compensation not to exceed the amount of \$382,079.24.**

3. Section 5.1 Term of Agreement is amended and extended through February 28, 2026.

Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Third Amendment and shall continue in full force and effect.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Third Amendment to be signed by its duly authorized office as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("UCSF")

DocuSigned by:
Neal Cohen
By: 016A8FBA9C704C8...
Neal Cohen, MD

Title: Vice Dean
UCSF School of Medicine

Date: 4/11/2024

CITY OF ALAMEDA A MUNICIPAL CORPORATION ("CITY")

By: _____
Jennifer Ott

Title: City Manager

Date: _____

Read and Acknowledged:

DocuSigned by:
Peter Sokolove
By: 1D0831F84A514FC...
Peter Sokolove, MD
Chair of the Department of
Emergency Medicine

DocuSigned by:
Mary Mercer
By: ED6D6788E52F492...
Mary Mercer, MD
UCSF Physician

Recommended for Approval
Alameda Fire Department

DocuSigned by:
Nicholas Luby
By: E1798A3FEC794A6...
Nicholas Luby
Fire Chief

Approved as to form: City Attorney

DocuSigned by:
Douglas W. McManaway
By: DD12294E76EF4B2...

Douglas W. McManaway
Deputy City Attorney

UNIVERSITY OF CALIFORNIA

PROOF OF SELF-INSURANCE COVERAGE

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer
Office of Risk Services
Office of the President
University of California
1111 Franklin St., 6th Floor
Oakland, CA 94607-5200
510-987-9832
RiskServices@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- [Campus Risk Managers Directory](#)
- [Hospital Risk Managers Directory](#)

CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 15, 2023

PRODUCER/INSURED

The Regents of the University of California
Office of the President
Office of Risk Services
1111 Franklin St., 10th Floor
Oakland, CA 94607-5200
510-987-9832

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ENTITIES AFFORDING COVERAGE

PARTICIPATION

COMPANY LETTER A The Regents of the University of California 100 %

COVERAGES

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS |
|--------|--|---------------|-----------------------|------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE | Self-Insured | July 1, 2023 | July 1, 2024 | GENERAL AGGREGATE \$ Not applicable PRODUCTS-COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 5,000,000 CONTRACTUAL LIABILITY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY | Self-Insured | July 1, 2023 | July 1, 2024 | COMBINED SINGLE LIMIT \$ Not applicable BODILY INJURY (PER PERSON) \$ 2,500,000 BODILY INJURY (PER ACCIDENT) \$ 2,500,000 PROPERTY DAMAGE \$ 2,500,000 |
| A | PROPERTY <input checked="" type="checkbox"/> FIRE & EXTENDED PERILS | Self-Insured | July 1, 2023 | July 1, 2024 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Not applicable \$ |
| A | WORKERS' COMPENSATION AND EMPLOYERS LIABILITY | Self-Insured | July 1, 2023 | July 1, 2024 | STATUTORY LIMITS EACH ACCIDENT \$ As required by California Law DISEASE - POLICY LIMIT \$ As required by California Law DISEASE - EACH EMPLOYEE \$ As required by California Law |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

DS
LC

LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

CERTIFICATE HOLDER

APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

CANCELLATION

SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By:



KEVIN CONFETTI, AVP & CHIEF RISK OFFICER