

MEDICAL DIRECTOR AGREEMENT

This Medical Director Agreement ("Agreement") is entered into as of the 29th day of July 2020, by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of its UCSF School of Medicine, Department of Emergency Medicine ("UCSF"), and the City of Alameda, municipal corporation ("City").

RECITALS

- A. The Alameda Fire Department ("Fire Department") is a department of the City. Within the Fire Department is the Emergency Medical Services Division ("EMSD");
- B. Fire Department's services provided through EMSD include providing first responder and emergency medical treatment and transport for patients of Alameda City and Alameda County as part of the 911-response system for Alameda County EMS;
- C. UCSF operates a School of Medicine which includes a Department of Emergency Medicine and employs or contracts with physicians ("UCSF Physicians") who are licensed to practice medicine in the State of California;
- D. City desires that UCSF provide medical director services for Fire Department; and
- E. UCSF Physicians are qualified to provide those services and UCSF desires to make those services available through its UCSF Physicians.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

ARTICLE 1 RESPONSIBILITIES OF UCSF

1.1 Services.

- (a) Medical Director. UCSF will provide a UCSF Physician to serve as the director of Alameda City's Fire Department Division of Emergency Medical Services ("Medical Director") to perform the services identified in Exhibit 1.1a of this Agreement. The UCSF Physician shall be identified in Exhibit 1.1a by mutual agreement of the parties. Medical Director shall keep monthly time logs submitted to Fire Department and shall provide a minimum of one (1) hour per week or four (4) hours per month in Medical Director services.

1.2 Qualifications. During the term of this Agreement, each UCSF Physician providing services pursuant to this Agreement shall be experienced in rendering such services and shall maintain on an unrestricted basis:

- (a) California Licensure as a physician/or surgeon;
- (b) Federal Drug Enforcement Administration certification;
- (c) Fire Department Medical Staff membership and appropriate clinical privileges at Fire Department;
- (d) Board eligible or board certified in Emergency Medicine;
- (e) Faculty appointment at UCSF; and
- (f) Professional liability coverage as set forth in this Agreement.

1.3 UCSF's Obligations to Personnel. UCSF shall be solely responsible for satisfying any and all obligations for any UCSF Physician providing services under this Agreement. Such obligations shall include, but not be 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.

1.4 Standard of Care. To the extent permitted by law, UCSF and each UCSF Physician shall, at all times, perform services in accordance with and comply with the following:

- (a) All applicable laws, regulations, and policies of all government authorities relating to City and the Fire Department, including all applicable Fire Department and professional licensure and reimbursement laws, regulations, and policies;
- (b) The Joint Commission standards and recommendations;
- (c) Fire Department policies and rules;
- (d) Fire Department's Medical Staff bylaws, rules and policies; and
- (e) The terms of this Agreement.

ARTICLE 2

RESPONSIBILITIES OF FIRE DEPARTMENT

2.1 Space, Equipment and Supplies. Fire Department shall furnish UCSF and Physicians with such space, equipment, staff, supplies and support services as reasonably necessary for UCSF to fulfill its responsibilities hereunder. Fire Department agrees to keep and maintain said premises in good and sanitary order, condition and repair.

2.2 Environmental Laws. Fire Department shall be solely responsible for complying with all federal, state and local environmental and health and safety laws, regulations and ordinances ("Environmental Laws"), and all environmental health and safety permits, licenses, and authorizations ("Environmental Permits"), and for otherwise operating its premises (including that which it provides to the UCSF Physicians) in a manner which is protective of human health and the environment. The responsibilities of Fire Department include, but are not limited to: (a) obtaining and maintaining all necessary Environmental Permits, (b) being the designated generator of wastes and otherwise arranging for the lawful treatment, storage, disposal, transport and other management of medical and hazardous materials, chemicals and wastes associated with the activities conducted by UCSF Physicians hereunder, (c) providing any reports, warnings or other notifications that may be required of Fire Department or physicians providing care at Fire Department under any Environmental Laws or Environmental Permits, (d) identifying, investigating and remediating any threatened or actual releases of medical or hazardous materials, chemicals or wastes to the environment, whether or not caused by a UCSF Physician, and (e) using reasonable best efforts to provide for the safety and wellbeing of persons who enter its premises, including but not limited to, the exposure of persons to medical and hazardous materials, chemicals, wastes building materials, and environmental media or other conditions at and in the vicinity of such premises. Fire Department on its own behalf and on behalf of any persons entering the premises provided to UCSF Physicians expressly waives and releases any claims against each UCSF Physician, UCSF and their respective successors, members, officers, directors, employees and agents (collectively, the "UCSF Parties") in connection with the environmental matters addressed herein this Section 2.2, except to the extent any such environmental matters are exacerbated by or caused by the negligence or intentional misconduct of any of the UCSF Parties.

2.3 Fire Department Staff.

- (a) Fire Department shall employ or otherwise retain all non-physician personnel required for providing the services in this Agreement. Such personnel shall be appropriately licensed or certified as required under California law. Fire Department shall make all decisions regarding hiring, retaining, and terminating such personnel, but Fire Department shall first attempt to consult with UCSF.
- (b) Fire Department shall be solely responsible for satisfying any and all obligations for personnel that Fire Department retains, employs, or contracts with in order to assist it in performing this Agreement. Such obligations shall include, but not be 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.

ARTICLE 3
INDEPENDENT CONTRACTOR

- 3.1 Independent Contractor Status. In performing all work, duties, and obligations under this Agreement, it is mutually understood and agreed that UCSF and UCSF Physicians are at all times acting and performing as independent contractors in relation to the Fire Department herein. Nothing in this Agreement is intended to, nor shall be, construed to create between Fire Department and UCSF or between Fire Department and any of UCSF Physicians an employer/employee relationship, a joint venture relationship, a lease or landlord/tenant relationship, or any other relationship, except that of independent entities contracting with each other solely for the purpose of effectuating this Agreement. Fire Department shall neither have nor exercise any control or direction over the methods by which UCSF shall perform its work and functions. Fire Department's sole interest and responsibility is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

ARTICLE 4
COMPENSATION

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

For services provided through June 30, 2020: Fire Department shall pay UCSF \$265.34 per hour, and a \$317 per month administration fee.

Services not to exceed 10 hours a month or \$2,970.40 per month including the administrative fee.

For services provided from July 1, 2020 – December 31, 2021: Fire Department shall pay UCSF \$278.61 per hour, and a \$333 per month administration fee.

Services not to exceed 12 hours a month or \$3,676.32 per month including the administrative fee.

Total compensation shall not exceed \$67,818.24.

These payments shall be made by the 10th of each month for the preceding month's services by check made payable to The Regents of the University of California delivered to:

UCSF Department of Emergency Medicine at ZSFG
Attn: Leesa Cantero
1001 Potrero Avenue
Building 5, Suite 6A
San Francisco, CA 94110

- 4.2 Compliance with Laws. Fire Department represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. Fire Department shall use commercially reasonable 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 7.2 below, Fire Department shall indemnify, defend and hold harmless UCSF and UCSF Physicians 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, except to the extent caused by the negligence or intentional misconduct of any of the UCSF Parties.

ARTICLE 5

TERM AND TERMINATION

- 5.1 Term of Agreement. This Agreement shall be retroactively effective as of January 1, 2020 and shall continue for a period of two (2) years unless terminated earlier as set forth hereunder.
- 5.2 Termination. Notwithstanding any other provision in this Agreement, this Agreement may be terminated as follows:
- (a) Either party may terminate this Agreement without cause at any time by giving at least ninety (90) days' prior written notice to the other party; provided that the parties shall not enter into another agreement for the same services during the course of one year following the termination date.
 - (b) Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party thirty (30) days' prior written notice. The party claiming the right to terminate hereunder shall set forth in the required notice of intended termination the facts underlying its claim that the other party has breach this Agreement. If such breach is remedied within twenty (20) days of the receipt of such notice, this Agreement shall remain in effect for the remainder of its term. If the breach is not cured, this Agreement shall terminate at the end of the thirty (30)-day notice period.
 - (c) Either party may terminate this Agreement immediately on written notice to the other party if, in the reasonable opinion of the notifying party's legal counsel, the performance of the notifying party of its obligations hereunder presents a material risk of noncompliance with any applicable law, ordinance, code, or regulation of federal, state, and local governments.

- 5.3 Effects of Expiration or Termination. Upon expiration or termination of this Agreement, neither party shall have any further obligation hereunder except for: (i) obligations due and owing which arose prior to the date of termination and (ii) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.

ARTICLE 6 **INSURANCE**

- 6.1 Insurance. Each party shall maintain the insurance coverage set forth in Exhibit 6.1.

ARTICLE 7 **INDEMNIFICATION**

- 7.1 Indemnification of Fire Department by UCSF. UCSF and/or its UCSF Physicians shall defend (with counsel acceptable to City), indemnify, and hold City and Fire Department, City Council, City commissions, council and commission members, 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 that 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 any of the UCSF Parties.
- 7.2 Indemnification of UCSF by Fire Department. Fire Department shall defend (with counsel acceptable to UCSF), indemnify and hold UCSF and/or its 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 Fire Department's 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 Fire Department, its officers, employees, or agents.

ARTICLE 8 **GENERAL PROVISIONS**

- 8.1 Patient Records. Any and all patient records and charts created at Fire Department produced as a result of either party's performance under this Agreement shall be and remain the property of City and Fire Department both during and after the term of this Agreement. UCSF and its agents shall be permitted to inspect and/or duplicate, at UCSF's sole expense, any individual chart or record upon request, provided that such inspection or duplication is

permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality and at the location in the City selected by Fire Department. Each party shall be responsible for maintaining patient confidentiality of all patient records created hereunder in accordance with applicable laws and regulations.

Each party agrees to notify the other party's privacy office of the unauthorized access, use, or disclosure of any personally identifiable information, or protected health information known or suspected by such party within two (2) days of learning of the same in order to ensure that the reporting of such unauthorized access, use or disclosure of this information is reported within five (5) days of detection to the California Department of Public Health (CDPH) and as appropriate, to the Office of Civil Rights and Centers for Medicare and Medicaid Services. Each party's privacy office will oversee the required notification to CDPH.

Each party agrees that if they fail to adhere to any of the privacy, confidentiality, and/or data security provisions set forth herein and, as a result, personally identifiable information or protected health information is unlawfully accessed, used or disclosed, that they agree to pay, upon written demand of the other party, all costs associated with any notification to affected individuals required by law or deemed appropriate, and that they also agree to pay for any and all fines and/or administrative penalties imposed for such unauthorized, access, use or disclosure of personally identifiable information or protected health information or for delayed reporting.

- 8.2 Cooperation in Disposition of Claims. City/Fire Department and UCSF agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any Services provided under this Agreement. To the extent allowed by law, City/Fire Department and UCSF shall have reasonable and timely access to the medical records, charts, and/or de-identified 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 City/Fire 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. UCSF shall be responsible for discipline of UCSF Physicians in accordance with UCSF's applicable policies and procedures.

To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. The failure to provide notice shall not be deemed a breach of the Agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

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; provided, however only to the extent consistent with UCSF or City policies and only so long as any personnel assistance by UCSF or City does not materially interfere with any UCSF or City employee's performance of his or her UCSF or City employment responsibilities.

8.3 No Requirement to Refer. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement contemplates or requires the admission or referral of any patient to the Fire Department or UCSF. This Agreement is not intended to influence any Physicians' judgment in choosing the medical facility appropriate for the proper care and treatment of their patients.

8.4 Non-Discrimination. The parties agree that they shall not discriminate against patients on the basis of race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient in accordance with applicable laws and regulations.

8.5 Access to Books and Records.

(a) UCSF agrees to cooperate fully with Fire Department by, among other things, generating, maintaining, and making available all necessary records, in order to assure that Fire Department will be able to meet all requirements for participation and payment associated with public or private third party payment programs.

(b) Until the expiration of four years after the expiration or termination of this Agreement, UCSF shall make available, upon written request of the Secretary of the United States Department of Health and Human Services ("Secretary") or the Comptroller General of the United States General Accounting Office ("Comptroller"), or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of UCSF as are necessary to certify the nature and extent of costs of the services UCSF provided under this Agreement. UCSF further agrees that if it carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization, that such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract,

books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

- 8.6 Assignment and Delegation. Neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by either party except as expressly authorized in writing by both parties.
- 8.7 Binding on Successors in Interest. The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of each of the parties hereto.
- 8.8 Notice. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

If to UCSF: Christine Montgomery
Chief Administrative Officer
UCSF Department of Emergency Medicine
533 Parnassus Avenue, Suite U575
San Francisco, CA 94143

Senior Associate Director, Contracts/Awards
Office of Sponsored Research
University of California, San Francisco
3333 California Street, Suite 315
San Francisco, CA 94143-0962 (94118 for express mail)

If to City: City of Alameda
City Manager
2263 Santa Clara Avenue
Alameda, CA 94501

With a copy to: City of Alameda
City Attorney
2263 Santa Clara Avenue
Alameda, CA 94501

- 8.9 Use of Name. City and Fire Department agrees that any use of the "UCSF" or "the "University of California" name, or other similar references to the University of California, San Francisco, its UCSF 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. City and Fire

Department shall not advertise or market any of the UCSF Physicians' names in any marketing materials without the consent of UCSF.

- 8.10 Construction of Agreement. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California. The parties agree that the terms and provisions of this Agreement embody their mutual intent and agreement and that they are not to be construed more liberally in favor of, nor more strictly against, any party hereto.
- 8.11 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 8.12 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- 8.13 Waiver of Provisions. Any waiver of any terms and conditions hereby must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.
- 8.14 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by City's or Fire Department's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.
- 8.15 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.
- 8.16 Third-Party Beneficiaries. This Agreement is not intended and shall not be construed to create any rights for any third party.
- 8.17 Amendments. This Agreement may be amended or modified only in a written document signed by both Fire Department and UCSF.

- 8.18 Exhibits. All Exhibits referred to herein are hereby incorporated herein. In the event 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.
- 8.19 Counterparts; Electronic Copies. 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. Delivery of an executed counterpart of this Agreement by facsimile, electronic signature, .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties to this document agree that a digital signature or copy of the original signature may be used for any and all purposes for which the original signature may have been used. The parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.
- 8.20 Ability to Enter Agreement. City and UCSF each represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.
- 8.21 No Exclusion. Each party represents and warrants to the other party that it and its representatives are not:
- (a) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b-(f) (the "Federal health care programs") and/or present on the exclusion database of the Office of the Inspector General ("OIG") or the Government Services Administration ("GSA");
 - (b) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and/or
 - (c) debarred, suspended, excluded or disqualified by any federal governmental agency or department or otherwise declared ineligible from receiving federal contracts or federally approved subcontracts or from receiving federal financial and nonfinancial assistance and benefits.

This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of any of the representations and/or warranties set forth in this Section. Any breach of this Section shall give the non-breaching party the right to terminate this Agreement immediately for cause.

- 8.22 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 without regard to its conflict of law provision.
- 8.23 Singular and Plural. Words used herein in the singular, where the context so permits shall be deemed to include the plural and vice versa.
- 8.24 Entire Agreement. This Agreement including its Exhibits contains a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, written or oral, previously made by the parties with respect to the subject matter herein.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

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

CITY OF ALAMEDA
a municipal corporation
("City")

By: Talmadge E. King
Talmadge E. King, Jr., MD
Its: Dean, UCSF School of Medicine
Date: July 17, 2020

cn=Talmadge E. King, Jr., MD, ou=UCSF, ou=School of
Medicine, email=talmadge.king@ucsf.edu, c=US
2020.07.17 16:29:05 -0700
2017.011.30066

By: Eric J. Levitt
Eric J. Levitt
Its: City Manager

Date: July 29, 2020

Read and Acknowledged:

Approved as to form: City Attorney

By: Peter Sokolove
Peter Sokolove, MD
Its: Chair of the Department of
Emergency Medicine

Lisa N. Maxwell
Lisa N. Maxwell
Assistant City Attorney

Date: 7/22/2020

Recommended for Approval
Alameda Fire Department

By: Mary Mercer
Mary Mercer, MD

Digitally signed by Mary Mercer
DN: cn=Mary Mercer, o=UCSF,
email=mary.mercer@ucsf.edu, c=US
Date: 2020.07.21 16:14:16 -0700

Date: 7/21/20

By: JAMES COBURN
Name: JAMES COBURN

Title: DEPUTY CHIEF

EXHIBIT 1.1a
Medical Director Services

Alameda Fire Department Emergency Medical Services Division

UCSF Physician providing Services: Mary Mercer, MD

MEDICAL DIRECTOR JOB STATEMENT

I. SUMMARY POSITION DESCRIPTION

Provides quality assurance, education to and clinical direction of the field providers (EMTs and paramedics), as well as oversight of the controlled substances program for the emergency medical services operations for Alameda City's Fire Department Division of Emergency Medical Services; attends required meetings; does related work as required. Services will be provided approximately 1 – 2 hours/week or 4 – 8 hours/month.

II. CRITICAL ELEMENTS OF PERFORMANCE

Provides overall clinical direction for the Service's emergency medical technician (EMT) and emergency medical technician - paramedic (EMT-P) through the fire department chain of command in order to maintain control of patient care in accordance with the local EMS Agency and state rules and regulations; provides instruction to members of the department through continuing education, academy classes, and recertification courses; establishes standards for basic and advanced training, remediation, and continuing education programs for all AFD EMS personnel to provide uniformity in patient care provision; participates in Alameda County EMS Agency committees and meetings as required by Alameda County regulation and agreements to establish appropriate clinical oversight, feedback, and input into protocol development, equipment selection, and quality assurance matters in cooperation with the other EMS medical directors and the Alameda County EMS Agency; regularly attends state level conferences, EMDAC and EMSAAC; provides quality assurance review for the department to maintain the standard of care in Alameda; reviews of EMS calls in consort with the EMS Coordinator to verify appropriate medical care provision; promotes and encourages the continued growth and perpetuation of the fire department as a provider of emergency medical services; published author (preferred).

III. PERFORMANCE STANDARDS

Effectively establishes working relationships with the Chief of the Department, his staff, the officer in charge of EMS, the EMS Coordinator, and the Alameda County EMS Agency Medical Director; effectively formulates sound medical policies and protocols; works with the EMS Coordinator to competently set EMS training and retraining standards for Alameda Fire Department EMS providers; effectively provides advice to the Chief or his designee in matters pertaining to the selection, correction, and supervision of medical care providers; assists with

the Alameda Fire Department Quality Program; provides instruction to members of the Alameda Fire Department.

IV. KNOWLEDGE-SKILL-ABILITY REQUIRED TO PERFORM SATISFACTORILY

A. Knowledge

1. Knowledge in the general practice of emergency medicine.
2. Knowledge of the operations of the emergency medical services system.
3. Knowledge of the laws and ordinances pertaining to emergency medical services.
4. Knowledge of educational principles and techniques.
5. Knowledge of practices and techniques of report review and analysis.
6. Knowledge of current and emerging trends and delivery methods in EMS in the State of California

B. Skill

1. Skill to perform the duties of an emergency care physician.
2. Skill in the formulation of medical procedures.
3. Skill in communicating highly technical medical information.
4. Skill in performing case reviews.

C. Ability

Ability to establish effective working relationships among individuals and organizations.

Ability to work well with volunteers.

Ability to perform medical procedures.

V. MINIMUM QUALIFICATIONS

Graduation from accredited school of medicine with a medical doctor (MD) degree; experience in emergency care medicine; possession of a current license to practice medicine in the State of California; completion of a fellowship or practicum in emergency medical services (preferred); currently practicing emergency medicine, in a Fire Department, at a minimum in the State of California, preferably in Alameda County.

EXHIBIT 6.1

Insurance

- I. Insurance to be Maintained by Fire Department. Fire Department, at its sole cost and expense, shall procure and maintain professional liability insurance and shall insure its activities in connection with this Agreement during the term of this Agreement with a carrier and in a form acceptable to UCSF as follows:

- (a) Professional Medical and Hospital Liability Insurance with financially sound and reputable companies with limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Fire Department shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.
- (b) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- (c) Workers' Compensation Insurance in a form and amount covering Fire 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.
- (d) Such other insurance in such amounts that from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

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

Fire 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) day advance written notice to UCSF of any modification, change or cancellation of any of the above insurance coverages.

II. Insurance to be Maintained by the UCSF. UCSF shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- (a) Professional Medical and Hospital Liability self-insurance with limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then University shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.
- (b) General Liability Self-Insurance Program with a general aggregate limit of two and a half million dollars (\$2,500,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- (c) Workers' Compensation Self-Insurance Program covering the UCSF'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.
- (d) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Exhibit 6.1 shall not in any way limit the liability of the UCSF or its Physicians.

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

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

THIS FIRST 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 director of Alameda City's Fire Department Division of Emergency Medical Services (hereinafter 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.

WHEREAS, UCSF and the City agree to a two (2) month extension of the Agreement to allow the parties to continue to negotiate the terms of a new agreement.

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

1. The effective date of this First Amendment is January 1, 2022.
2. Section 5.1 Term of Agreement is amended and extended through February 28, 2022.

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

[Space Intentionally Left Blank]

[Signature Page to Follow]

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

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

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

DocuSigned by:
By: Neal Cohen
016A8F8A9C704C9A
Neal Cohen, MD
Its: Vice Dean, UCSF School of Medicine
Date: 1/20/2022

CITY OF ALAMEDA
a municipal corporation
("City")

By: [Signature]
Eric J. Levitt
Its: City Manager
Date: 1/27/22

Recommended for Approval
Alameda Fire Department

By: [Signature]
Nicholas Luby
Fire Chief

Read and Acknowledged:

DocuSigned by:
By: Peter Sokolove
1D39231F614514F8...
Peter Sokolove, MD
Its: Chair of the Department of
Emergency Medicine

DocuSigned by:
By: Mary Mercer
E66D6766E52F492...
Mary Mercer, MD
UCSF Physician

Approved as to form: City Attorney

[Signature]
Alan M. Cohen
Assistant City Attorney

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

THIS SECOND 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 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 (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 Second Amendment is March 1, 2022.
2. Section 4.1, 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, 2022 -- June 30, 2022	Up to 20	\$284.76	\$342	\$6037
July 1, 2022 -- June 30, 2023	Up to 20	\$303.60	\$367	\$6439
July 1, 2023 -- February 29, 2024	Up to 20	\$312.71	\$375	\$6629

*Services not to exceed 20 hours/month

^Includes Administrative Fee

Total compensation shall not exceed \$139,883.

(b) Payment to UCSF

These payments shall be made by the 20th of each month for the preceding month's services by check made payable to The Regents of the University of California delivered to:

UCSF Department of Emergency Medicine at ZSFG
Attn: Leesa Cantero
1001 Potrero Avenue
Building 5, Suite 6A
San Francisco, CA 94110

(c) Invoices from UCSF to the City of Alameda

By the 15th day of each month, UCSF shall submit to the City of Alameda an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Section 4.1(a) provided that in no event will any amounts which become due and payable in a fiscal year be invoiced later than 60 days following the beginning of the subsequent fiscal year. If UCSF submits an invoice to the City of Alameda, and such invoice is not in compliance with such timing requirements, then City of Alameda will not be liable for payment of the applicable invoiced amounts. The information in UCSF's payment requests shall be subject to verification by City. UCSF shall send all invoices to:

Alameda Fire Department
Attn: Fire Chief
Cc: Emily Schober – Accounts Payable
ESchober@alamedaca.gov
1300 Park St
Alameda, CA 94501

3. Section 5.1 Term of Agreement is amended and extended through February 29, 2024.

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

[Page Intentionally Left Blank]
[Signature Page to Follow]

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

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

By: Neal Cohen
DocuSigned by:
Neal Cohen, MD
Its: Vice Dean, UCSF School of Medicine

CITY OF ALAMEDA
a municipal corporation
("City")

By: Eric J. Levitt
Its: City Manager

Date: 2/3/2022

Date: _____

Recommended for Approval
Alameda Fire Department

By: Nicholas Luby
Fire Chief

Read and Acknowledged:

DocuSigned by:
Peter Sokolove
By: 1D0831F84A514EC
Peter Sokolove, MD
Its: Chair of the Department of
Emergency Medicine

Approved as to form: City Attorney

Alan M. Cohen
Assistant City Attorney

DocuSigned by:
Mary Mercer
By: ED006788E52F492
Mary Mercer, MD
UCSF Physician

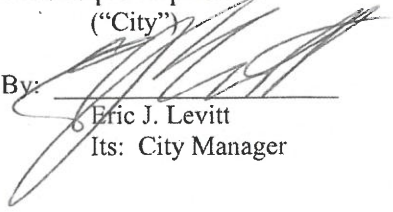
IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Second Amendment to be signed by its duly authorized office as of the day and year written below.

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

By: _____
Neal Cohen, MD
Its: Vice Dean, UCSF School of Medicine

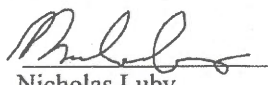
Date: _____

CITY OF ALAMEDA
a municipal corporation
("City")

By: 
Eric J. Levitt
Its: City Manager

Date: 3/1/22

Recommended for Approval
Alameda Fire Department

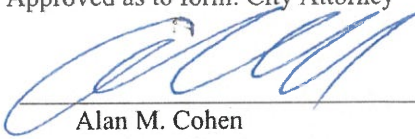
By: 
Nicholas Luby
Fire Chief

Read and Acknowledged:

By: _____
Peter Sokolove, MD
Its: Chair of the Department of
Emergency Medicine

By: _____
Mary Mercer, MD
UCSF Physician

Approved as to form: City Attorney


Alan M. Cohen
Assistant City Attorney

**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: _____
6162A0FDBA3C761C6...
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: _____
ED6D6768E52F492...
Mary Mercer, MD
UCSF Physician

Recommended for Approval
Alameda Fire Department

DocuSigned by:
Nicholas Luby
By: _____
E1798A3FEC704A6...
Nicholas Luby
Fire Chief

Approved as to form: City Attorney

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

Douglas W. McManaway
Deputy City Attorney