

**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.

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

CITY OF ALAMEDA
a municipal corporation
("City")

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

Date: 2/3/2022

Date: _____

Recommended for Approval
Alameda Fire Department

By: Nicholas Luby
Nicholas Luby
Fire Chief

Read and Acknowledged:

DocuSigned by:
Peter Sokolove
By: Peter Sokolove, MD
1D0831E84A514FC
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: Mary Mercer, MD
ED0D6788E52F492
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

No: 1714929985

Return Address

This Certificate is provided to:
City of Alameda
1300 Park St
Alameda CA 94501

UC San Francisco
350 Parnassus, Suite 507
San Francisco, CA 94143-0207

**UNIVERSITY OF CALIFORNIA
EVIDENCE OF SELF-INSURANCE
PROFESSIONAL LIABILITY & HOSPITAL LIABILITY**

Type of Coverage	Self-Insured Limits
I. PROFESSIONAL MEDICAL AND HOSPITAL LIABILITY:	1,000,000 Each Occurrence 3,000,000 Aggregate
II. SPECIAL TERMS & CONDITIONS: 1. This certificate is issued in connection with work performed by: Mary Mercer, MD at City of Alameda, 1300 Park St, Alameda, CA 94501 This certificate is only valid for work performed within the course and scope of his/her employment within: Department of Emergency Medicine at University of California, San Francisco Medical Center Effective: 01/01/2022 - 07/01/2022 University employees are provided a University funded defense and indemnification for alleged negligence acts or omissions rising out of the course and scope of the University employment except where they act or fail to act because of actual fraud, corruption, or actual malice. (California Tort Claims Act. Government Code Section 810). 2. The self-insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of the Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate. 3. This certificate is in effect until the expiration date indicated below or termination of applicable contract, affiliation agreement or termination of University employment, whichever comes first.	

Should any of the above described program of self-insurance be materially modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the certificate holder.



Effective Date: 07/01/2021

Kimberly Dimino
UC San Francisco Risk Management
350 Parnassus, Suite 507
San Francisco CA 94143-0207

Expiration Date: 07/01/2022

Approval Date: 2/3/2022

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate does not amend, extend or alter the coverage described above. This certificate does not constitute a contract between the holder and the University of California.

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., 10th 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 7, 2021

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

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

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	Self-Insured	July 1, 2021	July 1, 2022	GENERAL AGGREGATE	\$ Not applicable
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADV INJURY	\$ 5,000,000
					CONTRACTUAL LIABILITY	\$ 5,000,000
					EACH OCCURRENCE	\$ 5,000,000
A	AUTOMOBILE LIABILITY	Self-Insured	July 1, 2021	July 1, 2022	COMBINED SINGLE LIMIT	\$ Not applicable
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$ 2,500,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$ 2,500,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$ 2,500,000
	<input checked="" type="checkbox"/> HIRED AUTOS					
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	Self-Insured	July 1, 2021	July 1, 2022	EACH OCCURRENCE	\$ 7,500,000
	<input type="checkbox"/> GARAGE LIABILITY				AGGREGATE	\$ Not applicable
A	PROPERTY	Self-Insured	July 1, 2021	July 1, 2022	STATUTORY LIMITS	
	<input checked="" type="checkbox"/> FIRE & EXTENDED PERILS				EACH ACCIDENT	\$ As required by California Law
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	July 1, 2021	July 1, 2022	DISEASE - POLICY LIMIT	\$ As required by California Law
					DISEASE - EACH EMPLOYEE	\$ As required by California Law
						\$ 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

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:

Cheryl Ann Lloyd

CHERYL A. LLOYD, AVP & CHIEF RISK OFFICER