THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND COUNTY OF MONTEREY

THIS THIRD AMENDMENT 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, (hereinafter "HEALTH DEPARTMENT"), a political subdivision of the State of California.

WITNESSETH:

WHEREAS, UCSF and HEALTH DEPARTMENT entered into a "Professional Services Agreement" (hereinafter "Agreement") effective September 21, 2011 for UCSF to provide physician specialty services in endocrinology for the HEALTH DEPARTMENT, and subsequently entered into Amendment No. 1, with an effective date of September 21, 2013, and Amendment No. 2 with an effective date of September 21, 2015, which are hereinafter collectively known as the "Agreement".

WHEREAS, The Agreement provides that it may be amended at any time by mutual written consent of the parties.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, it is understood and agreed to by the parties hereto that:

- 1. Effective November 21, 2015 the term of the Agreement shall be extended through December 31, 2016 or until earlier terminated.
- 2. The table on the second page of Exhibit 1.1 UCSF SCOPE/DESCRIPTION OF SERVICES, located on page 12 of 14 of the Agreement, shall be deleted and replaced in its entirety with:

Term: November 21, 2015-December 31, 2016

	Days/ Year	Per Clinic Session	Total
Endocrinology	Approximately 2 Days/Month	\$1,975	Up to \$59,250

CONTINUED ON NEXT PAGE

3. Except as modified above, all terms and conditions of the Agreement, including all previous amendments, if any, shall remain in full force and effect.

The individuals executing this Amendment on behalf of the named parties represent and warrant that they are authorized to do so.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement hereto as follows:

THE REGENTS OF THE	
UNIVERSITY OF CALIFORNIA	COUNTY OF MONTEREY
By: 100 200	HEALTH DEPARTMENT
Neal Cohen, MD	By:
	Ray Bullick, Director
Title: Vice Dean, Academic Affairs, UCSF School of Medicine	Department of Health
Date: 12/11/5	Date:
	Approved as to Legal Form:
	By: Stary alla
Acknowledged and Understood by:	Stacy Saetta, Deputy County Counse
	1510
By: Number	Date:
Lisa Winston, MD	1. /
Title: Vice Chief of Medical Services	I MENVERNAMENTEN I
Zuckerberg San Francisco General	CAUNTY OF MANTER From isions:
Department of Medicine	APPROVED AS TO INDEMNITY/
- ·	INEXURANCE LANGUAGE
Date: 12/2/15	Steven Mauck, Rish Management
	By: Dyolia Schumake
•	n Date: 1-6-16
	•
	Approved as to fiscal Provisions:
	M. M.
	By: July July July July July July July July
	Gary Giboney, Auditor-Controller
	Dets. 1 Lla
	Date: 1-6-10

CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 8, 2015

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 after 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

COMPANY LETTER A The Regents of the University of California

PARTICIPATION

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.

LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	The second secon
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCURRENCE	Self-Insured	July 1, 2015	June 30, 2016	GENERAL AGGREGATE PRODUCTS-COMPIOP AGG PERSONAL & ADV INJURY CONTRACTUAL LIABILITY EACH OCCURRENCE	\$ Not applicable \$ 2,500,000 \$ 2,500,000 \$ 2,500,000 \$ 2,500,000
<u> </u>	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS GARAGE LIABILITY	Self-Insured	July 1, 2015	June 30, 2016	(PER ACCIDENT)	\$ Not applicable \$ 2,500,000 \$ 2,500,000
<u></u>	PROPERTY X FIRE & EXTENDED PERILS	Self-Insured	July 1, 2015	June 30, 2016	EACH OCCURRENCE AGGREGATE	7,500,000 Not applicable
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY PRIPTION OF OPERATIONS/LOCATIONS/VEHICL	Self-Insured	July 1, 2015	June 30, 2016	STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE S	California Law

'IONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

OSS 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.

Ву:

CHERYL A. LLOYD, CHIEF RISK OFFICER

UCSF/SFGH No. 497 (Renewal of No. 483) This certificate is issued to: County of Monterey, Health Department

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE PROFESSIONAL MEDICAL & HOSPITAL LIABILITY

(Bodily Injury, Property Damage and Personal Injury Arising From Acts or Omissions in the Course and Scope of Employment as Defined by the California Tort Claims Act Only)

TYPE OF COVERAGE	SELF-INSURED LIMITS
I. PROFESSIONAL SELF INSUREI RETENTION (funded):	\$5,000,000 for each occurrence and in the aggregate

II. SPECIAL TERMS & CONDITIONS:

- 1. This certificate is issued in connection with the professional services provided by UCSF providers, Elizabeth Murphy MD, Jennifer Park-Sigal MD, and Sarah Kim, MD, for the period from July 1, 2015, through June 30, 2016, pursuant to a Professional Services Agreement between the County of Monterey's Health Department and the Regents of the University of California (for the Department of Medicine at San Francisco General Hospital, Division of Endocrinology). Said services are considered to be part of the course and scope of their UCSF faculty appointments, employment or training with the University of California at San Francisco General Hospital. This certificate is valid only for work performed within the course and scope of their University faculty appointment, employment or training at University owned or affiliated facilities. University employees are covered except where they act or fail to act because of actual fraud, corruption, or actual malice (California Tort Claims Act, Government Section 810). This provision shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by the negligent acts or omissions of The Regents of the University of California, its officers, agents or employees.
- 2. It should be expressly understood, however, that the intent of the insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California, which do not permit any assumption of liability that 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.

CANCELLATION: Should any of the above-described insurance programs be modified or canceled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: July 1, 2015

CERTIFICATE EXPIRES: June 30, 2016 (unless the UCSF physician resigns or is terminated prior to this date)

AUTHORIZED SIGNATURE

Marcella Gigena | Assistant Risk Manager UCSF Office of Risk Management | SFGH Vice Dean's Office 1001 Potrero Avenue

Bldg. 20, Room 2103 San Francisco, CA 94110

(415) 206-6052 | FAX 415-206-3665

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
riskmgt@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