



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12549

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to sign the First Amendment to the Professional Services Agreement with The Regents of the University of California, a California Constitution corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Medicine at San Francisco General Hospital, Division of Endocrinology, for physician services, extending the term from September 21, 2013 to September 20, 2015 and increasing the amount by \$94,800 for a revised total not to exceed \$178,800.
- b. Authorized the Contracts/Purchasing Officer to approve up to three (3) future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 30th day of July 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on July 30, 2013.

Dated: August 6, 2013
File Number: A 13-187

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: A 13-187

July 30, 2013

Introduced: 7/12/2013

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts/Purchasing Officer to sign the First Amendment to the Professional Services Agreement with The Regents of the University of California, a California Constitution corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Medicine at San Francisco General Hospital, Division of Endocrinology, for physician services, extending the term from September 21, 2013 to September 20, 2015 and increasing the amount by \$94,800 for a revised total not to exceed \$178,800.
- b. Authorize the Contracts/Purchasing Officer to approve up to three (3) future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original amount, and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer to sign the First Amendment to the Professional Services Agreement with The Regents of the University of California, a California Constitution corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Medicine at San Francisco General Hospital, Division of Endocrinology, for physician services, extending the term from September 21, 2013 to September 20, 2015 and increasing the amount by \$94,800 for a revised total not to exceed \$178,800.
- b. Authorize the Contracts/Purchasing Officer to approve up to three (3) future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original amount, and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

The Health Department Clinic Services Bureau ("Clinic Services") operates seven community clinics certified by the State of California and designated as Federally Qualified Health Center Look Alikes. Since 2011, the University of California, San Francisco, School of Medicine ("UCSF") has been providing the clinics with specialty services in endocrinology, which has improved clinical care and outcomes with the patient population. The availability and willingness of UCSF to provide accessible, high quality health care in the clinics, helps alleviate the patient from having to drive out of county for these services, which can be a hardship given they often lack the transportation and/or financial resources to travel. Approval of the recommended action will allow for continuation of these services for an additional two-year period to September 20, 2015.

OTHER AGENCY INVOLVEMENT:

County Counsel and Auditor-Controller have reviewed and approved this Amendment as to

legal form and fiscal provisions. The Agreement and First Amendment are on file with the Clerk of the Board.

INFANCING:

This Agreement is funded by Medi-Cal revenues. Funds for this Agreement are included in the Health Department, Clinic Services Bureau's FY 2013-14 Adopted Budget (4000-HEA007) to cover this request.

Prepared by: Sheena Morales, Management Analyst, 796-1393

Approved by: Ray Bullick, Director of Health, 755-4526

emf 7/18/13

Attachments:

Agreement and First Amendment is on file with the Clerk of the Board

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

THIS FIRST 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, effective the first day of September, 2013.

WITNESSETH:

WHEREAS, UCSF and HEALTH DEPARTMENT entered into a "Professional Services Agreement" (hereinafter "Agreement") effective September 21, 2011 pursuant to which UCSF provides professional services to HEALTH DEPARTMENT patients as identified in 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 September 21, 2013 the term of the Agreement shall be extended through September 20, 2015 or until earlier terminated.
2. Section 3.1 a) shall be deleted and replaced in its entirety with:

"The HEALTH DEPARTMENT agrees to pay to UCSF one-thousand-nine-hundred seventy five dollars (\$1,975) per clinic session for professional and medical services provided from September 21, 2013 to September 20, 2015. A more detailed description of the Compensation is set forth in Exhibit 1.1, attached hereto and incorporated herein by reference."

CONTINUED ON NEXT PAGE

3. 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: September 21, 2013 – September 20, 2015

	Days/ Year	Per Clinic Session	Total
Endocrinology	Up to 24 Days/Year	\$1,975	Up to \$94,800


4. 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 First Amendment to Agreement hereto as follows:

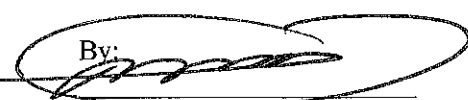
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Neal Cohen, MD

Title: Vice Dean,
UCSF School of Medicine

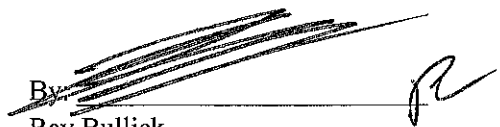
Date: 6-15-13

COUNTY OF MONTEREY HEALTH DEPARTMENT

By: 

Mike Derr,
Contracts Purchasing Officer

Date: 8-9-13

By: 

Ray Bullick,
Director Department of Health

Date: 7-12-13

Acknowledged and Understood by:

By: 
Neil Powe, MD

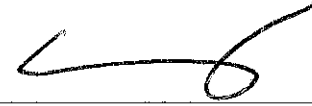
Title: Chief of Medical Services, SFGH
Vice-Chair, Department of Medicine

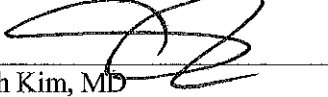
Date: 6/4/13

Approved as to Legal Form:

By: 
Stacy Saetta, Deputy County Counsel


Date: 7/5/13

By: 
Elizabeth Murphy, MD, DPhil


By: 
Sarah Kim, MD

By: *Dr. Park-Sigal is on maternity leave*
Jennifer Park-Sigal, MD
and will sign in Sept.

RISK MANAGEMENT
Approved as to Liability Provisions:
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: 
Steven Mauck, Risk Management
Date: 7-10-13

Approved as to Fiscal Provisions:

By: 
Gary Giboney, Auditor-Controller

Date: 7-5-13

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
riskmgmt@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 4, 2013

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

COMPANY LETTER A The Regents of the University of California	PARTICIPATION 100 %
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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, 2013	June 30, 2014	GENERAL AGGREGATE	\$ Not applicable
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 2,500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADV INJURY	\$ 2,500,000
					CONTRACTUAL LIABILITY	\$ 2,500,000
					EACH OCCURRENCE	\$ 2,500,000
A	AUTOMOBILE LIABILITY	Self-Insured	July 1, 2013	June 30, 2014	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	PROPERTY	Self-Insured	July 1, 2013	June 30, 2014	EACH OCCURRENCE	\$ 7,500,000
	<input checked="" type="checkbox"/> FIRE & EXTENDED PERILS				AGGREGATE	\$ Not applicable
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	July 1, 2013	June 30, 2014	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

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 A. LLOYD, INTERIM CHIEF RISK OFFICER

No.: 103037

This Certificate is issued to :
County of Monterey
ATTN: Medical Staff Office
Sheena Morales
1615 Bunker Hill Way, Suite 100
Salinas, , California 93906
United States

Return Address

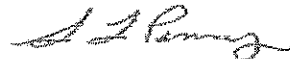
UCSF Medical Center Risk Management
350 Parnassus, Suite 507
San Francisco, CA 94143-0207
Phone Number: 415-353-1842

**UNIVERSITY OF CALIFORNIA
EVIDENCE 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 University of California employment as defined by the California Tort Claims Act only.)

Type of Coverage	Self-Insured Limits
I. PROFESSIONAL MEDICAL AND HOSPITAL LIABILITY:	\$5,000,000 Each Occurrence
II. SPECIAL TERMS & CONDITIONS: 1. This certificate is not valid for use by individuals and is only intended to evidence the self-insurance of The Regents of the University of California for institutional exposure as opposed to individual exposures. 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 Management, 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 programs 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 named certificate holder.



Susan Penney, Director, Risk Management, University of California,
San Francisco Medical Center

Effective Date: 07/01/2013

Expiration Date: 06/30/2014

Approval Date: 6/24/2013

UCSF/SFGH Certificate No. 470 (Renewal of No. 466)

This certificate is issued to:

County of Monterey, Health Department

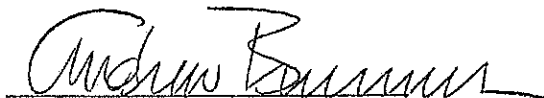
**UNIVERSITY OF CALIFORNIA
CERTIFICATE OF SELF-INSURANCE
PROFESSIONAL MEDICAL & HOSPITAL LIABILITY**
*(Bodily Injury, Property Damage and Personal Injury Arising From Acts or Omissions in the
Course and Scope of Employment as Defined by the California Tort Claims Act Only)*

TYPE OF COVERAGE	LIMITS
I. PROFESSIONAL SELF INSURED RETENTION: (funded)	\$ 5,000,000 for each occurrence and in the aggregate
II. SPECIAL TERMS & CONDITIONS: 1. This certificate is issued for Elizabeth Murphy M.D., Sarah Kim, M.D., and Jennifer Park M.D. , in connection with their services under the agreement dated September 1, 2011, between the Regents of the University of California for the Department of Medicine at San Francisco General Hospital, Division of Endocrinology and the County of Monterey on behalf of its Health Department. Said services are considered to be part of the course and scope of their faculty appointments and employment 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 employment. 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 or result from 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.

EFFECTIVE DATE: July 1, 2013

CERTIFICATE EXPIRES: June 30, 2014
(unless the referenced agreement is terminated prior to this date)



AUTHORIZED SIGNATURE
Andrew Brunner
UCSF Risk Manager at SFGH
1001 Potrero Avenue
Bldg 20, Room 2103
San Francisco, CA 94110
(415) 206 6052