

AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on , June 29, 1999 the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, on March 13, 2001 the parties hereto entered into an amendment to that agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED FIFTY FOUR THOUSAND ONE HUNDRED SIX DOLLARS (\$554,106) for the contract term.”

2. Section 12, Term of the Agreement, of the Amended Agreement is hereby amended to read as follows:

“12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 1999 through December 31, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon one hundred twenty (120) days' written notice to the other party.”

3. Schedule B, Payments, Paragraph A of the Original Agreement is hereby amended to read as follows:

A. From January 1, 2003 through June 30, 2003, Contractor shall be paid for work performed at a rate of Seven Thousand Four Dollars (\$7,004) per month for services rendered. Beginning July 1, 2003, Contractor shall be paid for work performed at a rate of Seven Thousand Four Hundred Forty Nine Dollars (\$7,449) per month for services rendered. As discussed in Schedule A of this Agreement, Dr. Sporer is a full time employee of Contractor. 37.5% of Dr. Sporer's time as Contractor's employee, or 780 hours per year, whichever is greater, will be dedicated to services provided under this Agreement. Contractor will submit a summary of work performed monthly which will be submitted with invoices.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and

evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of June 29, 1999, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

ATTEST:

By: _____
President, Board of Supervisors


By: _____
Clerk of Said Board

Date: _____

Date: _____

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, ON BEHALF OF THE
UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
3333 California Street, Suite 11
San Francisco, CA 94118

94-6036493
Federal Employer ID or Number

By: 
Signature
Philip C. Hopewell, M.D.

1/16/07
Date
(Name)

BOARD AGENDA ROUTING SLIP

Division/Contact EMS/Health Subject UC Request
Telephone 42564

1. Review by Division Director
Comments:

Initials-Date

2

2. Review by Risk Management
(See attached) Comments:

phm 6/16/99
Initials-Date

3. Review by County Counsel
Comments:

Initials-Date

4. Review by Administration
Comments:

Initials-Date

IF APPLICABLE:

Project Leader Assigned

Project Plan completed or in process.
(please indicate date of submission
to Medicine Cabinet)

5. Review by Margaret Taylor
Comments:

Initials-Date

Date Received by H.S. Administration

established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Insurance

A. As additional consideration for Contractor's services, County agrees that it will provide general liability and professional medical liability coverage for the services and activities to be provided by contractor as described in Schedule A to this Agreement.

B. County, at its option and cost, shall insure all activities of itself and Contractor for services provided under the Agreement pursuant to a program of self-insurance, as follows:

1) General Liability Insurance with a limit of Two Million Dollars (\$2,000,000) per occurrence.

2) Professional Medical Liability Insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

It is understood and agreed that the coverage limits described in B.1. are B.2. are minimum limits and shall in no way limit the liability of the County.

If any of the insurance described above is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

C. Contractor and County shall each maintain Workers' Compensation Insurance for the activities of their respective employees under this Agreement as required under state law and

such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the County and Contractor against other insurable hazards relating to performance.

5. Indemnification and General Liability

It is agreed that Contractor may use in its duty to defend and indemnify County, the insurance set forth in Paragraph 4.A. It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.

It is further agreed that County shall defend, save harmless and indemnify Contractor, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of Contractor, its officers and/or employees, and County, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arises out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

4610

Physical

ALLSTATE INSURANCE COMPANY
ALLSTATE INDEMNITY COMPANY

HOME OFFICE
 HOME OFFICE, ILLINOIS

CERTIFICATE OF INSURANCE

hereby certifies that the following automobile insurance is in force

DATE OF
CERTIFICATE April 20 1998

Policy Number 087890854

POLICY PERIOD This policy is effective

Name of Insured MARL A. SPORER

Address 120 W. CHEST ST
SAN FRANCISCO CA 94118

12/9/97

TD

12/9/97

12:01 A.M. Standard Time

Description of
The Automobile 1990 MAZDA (V33L15219L0250624

For Office
policy

The person or organization designated below is described in the policy as

LIENHOLDER

AGENT Sam & Associates
PRODUCER OF RECORD
NAME OF BROKER

ADDITIONAL
 INTERESTED PARTY
 OTHER

COVERAGES AND LIMITS INDICATED BELOW BY AN "X" IN THE INCLUDED COLUMN IS AFFORDED FOR ABOVE DESCRIBED VEHICLE

COVERAGES	LIMITS OF LIABILITY	INCLUDED	COVERAGES	LIMITS OF LIABILITY	INCLUDED
A/AA BODILY INJURY LIABILITY Each Person Each Occurrence	\$ 30,000 \$ 60,000	<input checked="" type="checkbox"/>	VA PERSONAL INJURY PROTECTION		<input type="checkbox"/>
B/BB PROPERTY DAMAGE LIABILITY Each Occurrence	\$ 25,000	<input checked="" type="checkbox"/>	SUPPLEMENTAL STATUTORY COVERAGE		<input type="checkbox"/>
D/DD AUTOMOBILE COLLISION	A.C.V. less 500 <input type="checkbox"/> Dim Ded	<input type="checkbox"/>	SS \$ Uninsured BI Underinsured Motorists	\$ 30,000 \$ 60,000	<input checked="" type="checkbox"/>
H R RR AUTOMOBILE COMPREHENSIVE	<input type="checkbox"/> A.C.V. <input checked="" type="checkbox"/> A.C.V. less 250	<input type="checkbox"/>	PD		<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>

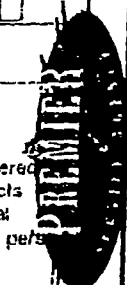
Payable Clause of such policy provides:

Company reserves the right to cancel such policy at any time as provided herein but in such case the company shall notify the Lienholder when not later than ten days thereafter such cancellation shall be effective as to the Lienholder herein and the company shall have the right to cancel this agreement.

The Additional Interest Endorsement of such policy, in part, provides:

"such insurance as is afforded by the policy" for automobile liability insurance listed hereon applies also to the person or organization named as Additional Interest Party. As respects such interest, no cancellation and no endorsement adversely affecting such additional interest shall be effective until ten (10) days following the mailing of written notice (to the person or organization) of such cancellation or endorsement.

24 Hour a Day Service



Alstate
your good hands

Apr-21-99 09:10 Sam & Associates

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