AMENDMENT 4 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

WHEREAS, the County of Monterey on behalf of Natividad Medical Center (hereinafter collectively "Natividad") and The Regents of the University of California, acting for and on behalf of its San Francisco Campus's School of Medicine, Department of Pediatrics ("UCSF") entered into a Services Agreement on September 1, 2018, amended through a First Amendment on October 1, 2019, a Second Amendment on October 1, 2020, and a Third Amendment on October 1, 2021 (hereinafter collectively known as the "Agreement");

WHEREAS, the Agreement expired on September 30, 2022. The parties acknowledge and agree that, for the period following the expiration of the Services Agreement until the Effective Date of this Amendment Four, they have been acting under the terms and conditions of the Services Agreement.

WHEREAS, Natividad desires to continue to engage UCSF to provide Services under the Agreement;

WHEREAS, the UCSF desires to continue to provide Services under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties mutually agree to amend the Agreement as follows:

- 1. This Amendment 4 is effective as of October 1, 2022 (the "Effective Date").
- 2. Section 4.1 is deleted in its entirety and replaced with the following language:
 - "4.1 <u>Compensation to UCSF.</u> Hospital shall pay to UCSF the amount determined in accordance with Exhibit 4.1, upon the terms and conditions set forth therein for the Child Abuse Specialist Services. The total amount payable by the Hospital to UCSF under this Agreement shall not exceed the sum of \$209,277."
- 3. Section 5.1 is deleted in its entirety and replaced with the following language:
 - "5.1 <u>Term of Agreement</u>. This Agreement shall be effective as of August 1, 2018 (the "Effective Date") and shall continue until the earlier of: (a) the effective date of the new agreement entered into by and between the Parties for the same or similar services as this Agreement, or (b) September 30, 2023 (the "Expiration Date"), unless terminated earlier as set forth hereunder."
- 4. <u>Exhibit 4.1</u>, **Compensation**, to the Agreement shall be deleted and replaced in its entirety with <u>Exhibit 4.1</u> attached hereto this Amendment Four.

Except as hereinabove stated, all of the terms and conditions of the Agreement remain in full force and effect.

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF, Department of Pediatrics ("UCSF")	NATIVIDAD MEDICAL CENTER
DocuSigned by:	
Mal Collen	
Neal Cohen	Deputy Purchasing Agent
Vice Dean, School of Medicine	
	Date:
Date: 11/18/2022	
Read and Acknowledged:	APPROVED AS TO LEGAL PROVISIONS:
DocuSigned by:	DocuSigned by:
Kaphash Giach	Stacy Saetta
Raphael Hirsch, M.D.	Stacy Saetta, Deputy County Counsel
Chair, Department of Pediatrics	
	Date: 11/22/2022 5:06 PM PST
Date: 11/18/2022	
	APPROVED AS TO FISCAL
	PROVISIONS:
	DocuSigned by:
	Jennifer Forsyth
	Deputy Auditory/Controller
	Date: 11/23/2022 1:04 PM PST

EXHIBIT 4.1

Compensation

- 1. **Compensation**. Hospital shall pay the amount of Three Thousand Six Hundred Seventy-Nine Dollars (\$3,679.00) per month for Child Abuse Specialist Services; provided, that UCSF is in compliance with the terms and conditions of this Agreement. Such compensation shall be paid monthly. UCSF shall not be reimbursed for travel expenses under this Agreement. UCSF warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by Hospital.
- 2. **Timing**. Hospital shall pay the Compensation due for services performed by UCSF after UCSF's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if UCSF does not submit an invoice and time sheet within sixty (60) days of the end of the month during which services were performed, Hospital shall not be obligated to pay UCSF for services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office."

Certificate Of Completion

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University of California, San Francisco Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 128.218.42.208 (Optional)

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Emily.Leang@ucsf.edu Peds-ZSFG / Division Administrator

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George Dong

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Certified Delivered	Security Checked	11/18/2022 9:37:51 AM	
Signing Complete	Security Checked	11/18/2022 9:37:56 AM	
Completed	Security Checked	11/18/2022 9:37:56 AM	
Payment Events	Status	Timestamps	