

**Second Amendment
To
Affiliation Agreement for Family Medicine Residency Program
Between
The Regents of the University of California by and on behalf of its
University of California, San Francisco School of Medicine
And
Natividad Medical Center, an acute care hospital owned and operated by the
County of Monterey**

This Second Amendment is made and 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 Family and Community Medicine (hereinafter referred to as "**SCHOOL**"), and County of Monterey d/b/a Natividad Medical Center, an acute care hospital owned and operated by the County of Monterey (hereinafter referred to as "**AFFILIATE**").

RECITALS:

WHEREAS, SCHOOL and AFFILIATE have heretofore entered into an "Affiliation Agreement for Family Medicine Residency Program between The Regents of the University of California by and on behalf of its University of California, San Francisco School of Medicine and Natividad Medical Center, an acute care hospital owned and operated by the County of Monterey" for the term beginning November 1, 2012 and ending October 31, 2017 ("**Agreement**"); and

WHEREAS, SCHOOL and AFFILIATE previously amended the agreement to modify Section XV, Assignment, via a First Amendment with an effective date of October 16, 2015; and

WHEREAS, SCHOOL and AFFILIATE currently wish to amend the Agreement as further set forth below.

NOW THEREFORE, SCHOOL and AFFILIATE hereby agree to amend the Agreement as follows:

1. Section V, TERM, shall be deleted and replaced in its entirety as follows:

"The term of this Agreement shall commence on the first day of November, 2012, and shall continue in effect for ten (10) years, through October 31, 2022, or until earlier terminated."

2. Section IX, COOPERATION IN DISPOSITION OF CLAIMS, shall be deleted and replaced in its entirety as follows:

"AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party

liability claims arising out of any services provided under this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. To the extent permissible at law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. The failure to provide notice, or a delay in providing notice, shall not relieve the indemnifying party of its indemnity obligations if such failure or delay does not prejudice in any manner the defense thereof.

It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with SCHOOL policies and AFFILIATE policies and only so long as any personnel assistance by SCHOOL or by AFFILIATE does not materially interfere with any SCHOOL employee's or AFFILIATE employee's performance of his or her SCHOOL employment or AFFILIATE employment responsibilities. The failure to provide notice, or a delay in providing notice, shall not relieve the indemnifying party of its indemnity obligations if such failure or delay does not prejudice in any manner the defense thereof. SCHOOL shall be responsible for discipline of SCHOOL personnel in accordance with SCHOOL's applicable policies and procedures.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.”

3. Section XXIV, NOTICES, TO SCHOOL shall be amended to replace the contact information for notices as follows:

“TO SCHOOL:

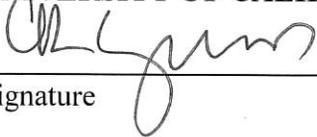
Vice Dean for Education
Office of Medical Education
533 Parnassus Avenue
Suite U-80, Box 0710
San Francisco, CA 94143”

4. 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.
5. The effective date of this Second Amendment is October 16, 2017.

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

NATIVIDAD MEDICAL CENTER



Signature

Signature

Catherine Lucey, M.D.
Printed Name

Gary R. Gray, DO
Printed Name

UCSF School of Medicine
Vice Dean for Education
Title

Chief Executive Officer
Title

11/15/17
Date

Date



Kevin Grumbach, M.D.

Title: Chair, Department of Family & Community Medicine

Date: 10/31/17

Reviewed as to fiscal provisions
 12/20/17
Auditor-Controller
County of Monterey

APPROVED BY THE BOARD OF SUPERVISORS

COUNTY OF MONTEREY