



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Jane Parker to:

**Agreement No.: A-13043**

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the Third Amendment to the Professional Services Agreement (A-13043) with 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 Pediatrics (UCSF) to provide pediatric hospitalist services, extending the term by twelve months (April 1, 2020 to March 31, 2021) for a revised full agreement term of February 1, 2016 to March 31, 2021, and adding \$236,735 for a revised total not to exceed amount of \$1,099,296 in the aggregate.

PASSED AND ADOPTED on this 24<sup>th</sup> day of March 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

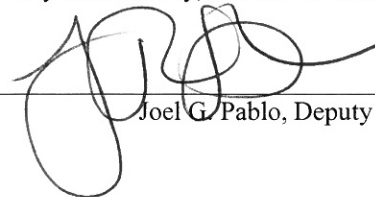
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 24, 2020.

Dated: March 24, 2020

File ID: A 20-049

Agenda Item No.: 14

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California



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Joel G. Pablo, Deputy

**Third Amendment  
To  
Professional Services Agreement  
(Pediatric Hospitalist Services)**

This Third Amendment to Professional Services Agreement (Pediatric Hospital Medicine Program Services) ("Third Amendment") is made and entered into by and between The Regents of the University of California, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics ("UCSF"), and the County of Monterey ("County"), on behalf of Natividad Medical Center ("Hospital").

**RECITALS:**

**WHEREAS**, UCSF and Hospital have heretofore entered into that certain Professional Services Agreement (Pediatric Hospital Medicine Program Services) for UCSF to provide pediatric hospitalist services on behalf of Hospital effective February 1, 2016; amended March 24, 2017; and amended April 1, 2019 (collectively, the "Agreement"); and

**WHEREAS**, the Agreement permits the parties to amend the Agreement by mutual written consent of duly authorized representatives of the parties;

**NOW THEREFORE**, UCSF and Hospital hereby agree to amend the Agreement, as follows:

1. Section 3.1, Compensation to UCSF for Contract Services, is hereby amended and restated to read in its entirety as follows:

"3.1, Compensation to UCSF for Contract Services. Hospital shall pay to UCSF the amount determined in accordance with Exhibit 2, Compensation, upon the terms and conditions set forth therein. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Ninety-Nine Thousand Two Hundred Ninety-Six Dollars and Zero Cents (\$1,099,296.00)."
2. Section 4.1, Term, is hereby amended and restated to read in its entirety as follows:

"4.1 Term. This Agreement shall become effective on February 1, 2016 (the "Effective Date") and shall continue until March 31, 2021 (the "Expiration Date"), subject to the termination provisions of the Agreement."
3. Exhibit 2, Compensation, shall be deleted in its entirety and replaced with the attached and updated Exhibit 2.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Third Amendment and shall continue in full force and effect.
5. The effective date of this Third Amendment is April 1, 2020.

## **EXHIBIT 2**

### **Compensation**


1. Compensation. Hospital shall compensate UCSF as follows:

For the period of April 1, 2020 through March 31, 2021, Hospital shall pay UCSF the amount of Nineteen Thousand Two Hundred Seventy-Two Dollars and Ninety-Two Cents (\$19,727.92) per month (the "Monthly Rate") for Services rendered by UCSF under this Agreement; provided, however, that UCSF is in compliance with the terms and conditions of this Agreement. The parties agree that the Monthly Rate may be prorated based on the hours of Services provided by UCSF Physicians as described in the monthly time report.

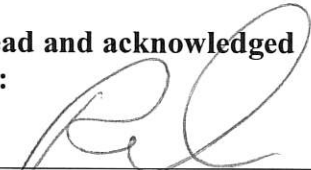
2. Timing. Hospital shall pay the compensation due for Services performed by UCSF in equal monthly installments after UCSF's submission of the monthly invoice of the preceding month's activity and time report in accordance with this Agreement; provided, however that if UCSF does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligation to pay UCSF for the 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."

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

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

  
\_\_\_\_\_  
Neal Cohen, MD  
Vice Dean, UCSF School of Medicine

2/19/2020  
\_\_\_\_\_  
Date

**Read and acknowledged  
by:**   
\_\_\_\_\_  
Raphael Hirsch, MD  
Chair, UCSF Department of Pediatrics

2/24/2020  
\_\_\_\_\_  
Date

**NATIVIDAD MEDICAL CENTER**

  
\_\_\_\_\_  
Deputy Purchasing Agent

Date: 3/30, 2020

APPROVED AS TO LEGAL PROVISIONS:

  
\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: 3/2, 2020

APPROVED AS TO FISCAL PROVISIONS:

  
\_\_\_\_\_  
Deputy Auditor/Controller

Date: 3/13, 2020