

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of March 1, 2015, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and 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**”) with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. UCSF and Hospital have entered into that certain Professional Services Agreement effective as of November 1, 2008; amended November 1, 2012; extended by Letter Agreement November 1, 2013; and amended March 1, 2014 (collectively the “**Agreement**”) pursuant to which UCSF provides professional consultation and treatment in the Specialty to Hospital Patients.
- C. Hospital and UCSF desire to amend the Agreement to extend the term of the Agreement an additional twelve months and to increase the amount payable to the Contractor by for services provided during the extended term.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and UCSF agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Section 3.3(g).** Section 3.3(g) to the Agreement is hereby amended and restated to read in its entirety as follows:

“g) Hospital shall pay to Contractor the amount determined in accordance with this Section 3. (the “**Compensation and Billing**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) for the full term of this Agreement.”

3. **Section 4.1.** Section 4.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1 Term. This Agreement shall become effective on November 1, 2008 (the “Effective Date”), and shall continue until February 28, 2018 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

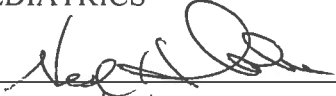
5. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

(signature page to follow)

IN WITNESS WHEREOF, Hospital and UCSF have executed this Amendment as of the day and year first written above.

UCSF
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

By: 
Its _____
1/16/15

By: _____
Its _____

Date: _____, 20__

NATIVIDAD MEDICAL CENTER

Kelly O'Keefe, Interim CEO/ Deputy Purchasing Agent
Date: _____, 20__

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

Stacy Saetta, Deputy County Counsel
Date: _____, 20__

APPROVED AS TO FISCAL PROVISIONS:

Gary Giboney, Auditor Controller's Office
Date: _____, 20__