

**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.

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

Date

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: _____, 20__

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____, 20__

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."