

**AMENDMENT 3
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 and a Second Amendment on October 1, 2020 (hereinafter collectively known as the “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 3 is effective as of October 1, 2021 (the “Effective Date”).
2. Section 4.1 is deleted in its entirety and replaced with the following language:

“**4.1 Compensation to UCSF.** 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 \$150,344.61.”
3. Section 5.1 is deleted in its entirety and replaced with the following language:

“**5.1 Term of Agreement.** This Agreement shall be effective as of August 1, 2018 and shall continue through September 30, 2022 unless terminated earlier as set forth hereunder.”
4. Exhibit 4.1, Compensation, of the Agreement is hereby deleted in its entirety and replaced with **Exhibit 4.1**, as attached to this Amendment 3 and incorporated herein by reference to the Agreement.

[Signature Page to Follow]

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 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, on behalf of UCSF,
Department of Pediatrics ("UCSF")

DocuSigned by:

Neal Cohen

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Neal Cohen

Vice Dean, School of Medicine

Date: 11/1/2021

Read and Acknowledged:

DocuSigned by:

Raphael Hirsch

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Raphael Hirsch, M.D.

Chair, Department of Pediatrics

Date: 11/1/2021

NATIVIDAD MEDICAL CENTER

Dr. Charles R. Harris
Deputy Purchasing Agent

Date: 11/8/21

APPROVED AS TO LEGAL
PROVISIONS:

Stacy Sacta
Stacy Sacta, Deputy County Counsel

Date: 11/4/2021

APPROVED AS TO FISCAL
PROVISIONS:

Gary Giboney
Deputy Auditor/Controller

Date: 11/5/2021

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, not to exceed \$ 44,148.00 for the period October 1, 2021 to September 30, 2022; 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."

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Vice Dean

University of California, San Francisco

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Raphael Hirsch

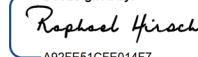
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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