

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
(PEDIATRIC HOSPITAL MEDICINE PROGRAM SERVICES)**

THIS SECOND AMENDMENT to Professional Services Agreement – Pediatric Hospital Medicine Program Services, is made 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 Pediatrics (hereafter “UCSF”), and the County of Monterey (“COUNTY”) on behalf of Natividad Medical Center (“HOSPITAL”).

WHEREAS, UCSF and HOSPITAL entered into that certain Professional Services Agreement – Pediatric Hospital Medicine Program Services, for UCSF to provide medical services on behalf of HOSPITAL for the period beginning February 1st, 2016 and ending January 31st, 2018; amended thereafter by that certain First Amendment with an effective date of March 24, 2017 (hereinafter collectively referred to as the “Agreement”); and

WHEREAS, UCSF and HOSPITAL wish to amend the Agreement to extend the term of the Agreement as set further below; and

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

1. Section 3.1, Compensation to UCSF for Contract Services, is deleted in its entirety and replaced with the following:

“3.1, Compensation to UCSF for Contract Services. HOSPITAL shall pay to UCSF the amount determined in accordance with Exhibit 2 (the “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 Eight Hundred Sixty Two Thousand Five Hundred Sixty One Dollars (\$862,561).”

2. Section 4.1, Term, is hereby deleted in its entirety and replaced with the following:

“4.1, Term. This Agreement shall become effective on February 1, 2016 (the “Effective Date”), and shall continue until March 31, 2020 (the “Expiration Date”), subject to the termination provisions of this Agreement.


3. The effective date of this Second Amendment is April 1, 2019 (“Second Amendment Effective Date”).
4. A copy of this Second Amendment shall be attached to the Agreement.
5. 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.

[Signature Page to Follow]

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

NATIVIDAD MEDICAL CENTER,

By: 
Neal Cohen, MD

By: _____

Title: Vice Dean, School of Medicine


Title: _____

Date: 1/30/19

Date: _____

Read and Acknowledged:

APPROVED AS TO LEGAL PROVISIONS:

By: 
Kevin Shannon, MD

Stacy Saetta, Deputy County Counsel

Title: Interim Chair, Department of Pediatrics

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____