

**AMENDMENT 2
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 and amended on October 1, 2019 (collectively 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 2 is effective as of October 1, 2020 (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 \$96,428.61.”
3. Section 5.1 is deleted in its entirety and replaced with the following language:

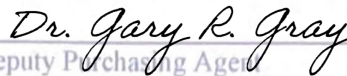
“5.1 Term of Agreement. This Agreement shall be effective as of August 1, 2018 and shall continue through September 30, 2021 unless terminated earlier as set forth hereunder.”
4. Exhibit 4.1 to the Agreement is hereby amended to read in its entirety and attached hereto as **Exhibit 4.1.**
5. Except as hereinabove stated, all of the terms and conditions of the Agreement remain in full force and effect.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF,
Department of Pediatrics ("UCSF")

NATIVIDAD MEDICAL CENTER



Neal Cohen, MD
Vice Dean, School of Medicine



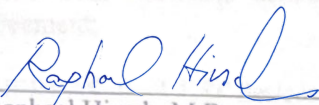
Deputy Purchasing Agent

Date: 9/23/2020

Date: 10/1/20

Read and Acknowledged:

APPROVED AS TO LEGAL
PROVISIONS:



Raphael Hirsch, M.D.
Chair, Department of Pediatrics



Stacy Saelle, Deputy County Counsel

Date: 9/29/2020

Date: 10/1/2020



Christopher Stewart, M.D.
UCSF Physician

APPROVED AS TO FISCAL
PROVISIONS:



Deputy Auditory / Controller



Melissa Egge, MD
UCSF Physician

Date:

10/10/2020

EXHIBIT 4.1

Compensation

1. **Compensation.** Hospital shall pay the amount of Three Thousand Five Hundred Seventy One Dollars and Forty Three Cents (\$3,571.43) per month for Child Abuse Specialist Services, not to exceed \$42,857.16 for the period October 1, 2020 to September 30, 2021; 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."