

**Second Amendment
To
Professional Services Agreement
(Pediatric Services)**

This Second Amendment to Professional Services Agreement – Pediatric Services (“Second Amendment”) is made and entered into by and between The Regents of the University of California, a public corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (hereinafter referred to as "UCSF"), and the County of Monterey (“County”), on behalf of Natividad Medical Center (hereinafter referred to as “Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital have heretofore entered into that certain Professional Services Agreement – Pediatric Services (“PSA”) for UCSF to provide pediatric cardiology services on behalf of Hospital for the period beginning January 1, 2018 and amended September 1, 2019 (collectively, “the Agreement”); and

WHEREAS, Section 15.5 of the Agreement, Amendments, 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 t to the Agreement is hereby 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 3 (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 Five Hundred Thousand Dollars (\$500,000).”
2. Section 4.1 t to the Agreement is hereby deleted in its entirety and replaced with the following:
“4.1 Term. This Agreement shall become effective on January 1, 2018 (the “**Effective Date**”), and shall continue until December 31, 2021 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”
3. 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.
4. The effective date of this Second Amendment is January 1, 2021.

(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**

Signature

Neal Cohen, MD

Printed Name

Vice Dean, UCSF School of Medicine

Title

Date

Read and acknowledged by:

Raphael Hirsch, MD

UCSF Chair, Department of Pediatrics

Title

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__