

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
COUNTY OF MONTEREY**

THIS FIFTH AMENDMENT is entered into by and between The Regents of The University of California, a corporation described in California Constitution, Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of Medicine, Department of Medicine at Zuckerberg San Francisco General, Division of Endocrinology ("UCSF") and County of Monterey on behalf of its Health Department, (hereinafter "HEALTH DEPARTMENT"), a political subdivision of the State of California.

**WITNESSETH:**

**WHEREAS**, UCSF and HEALTH DEPARTMENT entered into a "Professional Services Agreement" (hereinafter "Agreement") effective September 21, 2011 for UCSF to provide physician specialty services in endocrinology for the HEALTH DEPARTMENT, and subsequently entered into Amendment No. 1, with an effective date of September 21, 2013, and Amendment No. 2 with an effective date of September 21, 2015, and Amendment No. 3 with an effective date of November 21, 2015, and Amendment No. 4 with an effective date of January 1, 2017, which are hereinafter collectively known as the "Agreement".

**WHEREAS**, The Agreement provides that it may be amended at any time by mutual written consent of the parties.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth below, it is understood and agreed to by the parties hereto that:

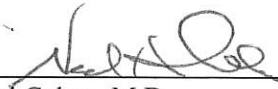
1. Effective December 1, 2017, the term of the Agreement shall be extended through December 31, 2018 or until earlier terminated.
2. Exhibit 1.1.2, shall be replaced with Exhibit 1.1.3, which is attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit 1.1.2 shall be construed to refer to Exhibit 1.1.3.
3. Except as modified above, all terms and conditions of the Agreement, including all previous amendments, if any, shall remain in full force and effect.

The individuals executing this Amendment on behalf of the named parties represent and warrant that they are authorized to do so.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Agreement hereto as follows:

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By:   
Neal Cohen, M.D.

Title: Vice Dean, Academic Affairs,  
UCSF School of Medicine

Date: 11/9/17

Acknowledged and Understood by:

By: \_\_\_\_\_  
Neil R. Powe, MD, MPH, MBA

Title: Chief of Medical Services  
Zuckerberg San Francisco General  
Department of Medicine

Date: \_\_\_\_\_

**COUNTY OF MONTEREY  
HEALTH DEPARTMENT**

By: \_\_\_\_\_  
Elsa Jimenez

Title: Director of Health  
Monterey County Department of Health

Date: \_\_\_\_\_

Approved as to Legal Form:

By:   
Deputy County Counsel

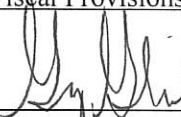
Date: 11/20/17

Approved as to Liability Provisions:

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Approved as to Fiscal Provisions:

By:   
Auditor-Controller

Date: 11-20-17

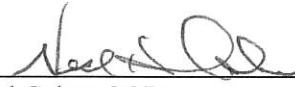
By: \_\_\_\_\_  
Contracts/Purchasing

Date: \_\_\_\_\_

Fifth Amendment to Agreement  
PSA with the Regents of the University of California  
UCSF, Department of Medicine for Physician Services  
NTE: \$356,550.00

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Date: 11/9/17

Acknowledged and Understood by:

By: \_\_\_\_\_  
Neil R. Powe, MD, MPH, MBA

Title: Chief of Medical Services  
Zuckerberg San Francisco General  
Department of Medicine

Date: \_\_\_\_\_

**COUNTY OF MONTEREY  
HEALTH DEPARTMENT**

By: \_\_\_\_\_  
Elsa Jimenez

Title: Director of Health  
Monterey County Department of Health

Date: \_\_\_\_\_

Approved as to Legal Form:

By:   
Deputy County Counsel


Date: 11/20/17

Approved as to Liability Provisions:

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Approved as to Fiscal Provisions:

By:   
Auditor-Controller

Date: 11.20.17

By: \_\_\_\_\_  
Contracts/Purchasing

Date: \_\_\_\_\_

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Title: Vice Dean, Academic Affairs,  
UCSF School of Medicine

Date: \_\_\_\_\_

Acknowledged and Understood by:

By: Neil R. Powe  
Neil R. Powe, MD, MPH, MBA

Title: Chief of Medical Services  
Zuckerberg San Francisco General  
Department of Medicine

Date: \_\_\_\_\_

**COUNTY OF MONTEREY  
HEALTH DEPARTMENT**

By: \_\_\_\_\_  
Elsa Jimenez

Title: Director of Health  
Monterey County Department of Health

Date: \_\_\_\_\_

Approved as to Legal Form:

By: Gay Saulte  
Deputy County Counsel

Date: 11/20/17

Approved as to Liability Provisions:

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Approved as to Fiscal Provisions:

By: \_\_\_\_\_  
Auditor-Controller

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contracts/Purchasing

Date: \_\_\_\_\_

**EXHIBIT 1.1.3**  
**UCSF SCOPE/DESCRIPTION OF SERVICES**

The services to be provided under this Agreement shall include the provisions of professional services in an outpatient clinic on patients at the HEALTH DEPARTMENT'S Laurel Internal Medicine Clinic located at:

1441 Constitution Blvd, Building 151  
Salinas, CA 93906

The UCSF Department of Medicine will provide outpatient evaluations and consultations in a clinic setting in endocrinology. At least one UCSF Physician, including, but not limited to the physicians listed in the table below, will be present at each of these clinic sessions. Any new physicians not listed in the table below will need to be pre-approved by the HEALTH DEPARTMENT. At UCSF's sole discretion and expense, and as mutually agreed to by the HEALTH DEPARTMENT, additional UCSF Physicians may also participate in the clinics.

The number of days per year as well as the specific dates and times for each clinic will be determined by and mutually agreed to by the HEALTH DEPARTMENT and the Division Chief at UCSF.

UCSF may at its sole discretion cancel clinics with a minimum of 48 hours' notice to the HEALTH DEPARTMENT.

UCSF shall provide prompt written notice to HEALTH DEPARTMENT in the event any UCSF Physician resigns, is terminated by UCSF, or otherwise ceases to provide professional services.

Physician Name	Clinical Service	Title	UCSF Department	Certifications	National Provider Identifier (NPI#)	Current Telephone Number
Elizabeth Murphy, M.D.	Endocrinology	Current Division Chief	Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Endocrinology	NPI# 1477664910	(415) 206-3804
Sarah Kim, M.D.	Endocrinology	Assistant Clinical Professor	Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Internal Medicine and Endocrinology	NPI # 1790075331	(415) 206-3828
Diana Alba, M.D.	Endocrinology		Department of Medicine at SFGH, SFGH Division of Endocrinology	Board Certified, Internal Medicine and Endocrinology	NPI#1144547456	(415) 206-3828

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TERM: January 1, 2018 – December 31, 2018

	Days/Year	Per Clinic Session	Total
Endocrinology	Approximately 2 days / Month	\$1,975.00	Up to \$55,300.00

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