



## Monterey County

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

**Agreement No.: A-11514**

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute the Third Amendment to the Professional Services Agreement between The Regents of the University of California, a California corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics ("UCSF"), and Natividad Medical Center ("NMC") to provide Neonatology Services at NMC effective March 1, 2015, extending the term of the Agreement to February 28, 2018 and adding \$900,000 for a revised amount not to exceed \$2,500,000 in the aggregate; and
- b. Authorized the Deputy Purchasing Agent for NMC to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 10th day of February 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on February 10, 2015.

Dated: February 10, 2015  
File ID: A 15-011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

### **THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "**Amendment**") is made and entered into as of March 1, 2015, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and 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 ("**UCSF**") with respect to the following:

#### **RECITALS**

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. UCSF and Hospital have entered into that certain Professional Services Agreement effective as of November 1, 2008; amended November 1, 2012; extended by Letter Agreement November 1, 2013; and amended March 1, 2014 (collectively the "**Agreement**") pursuant to which UCSF provides professional consultation and treatment in the Specialty to Hospital Patients.
- C. Hospital and UCSF desire to amend the Agreement to extend the term of the Agreement an additional twelve months and to increase the amount payable to the Contractor by for services provided during the extended term.

#### **AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and UCSF agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 3.3(g).** Section 3.3(g) to the Agreement is hereby amended and restated to read in its entirety as follows:

"g) Hospital shall pay to Contractor the amount determined in accordance with this Section 3. (the "**Compensation and Billing**"), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) for the full term of this Agreement."

3. **Section 4.1.** Section 4.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1 Term. This Agreement shall become effective on November 1, 2008 (the “Effective Date”), and shall continue until February 28, 2018 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

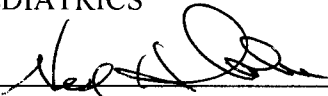
6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*(signature page to follow)*

IN WITNESS WHEREOF, Hospital and UCSF have executed this Amendment as of the day and year first written above.

**UCSF**

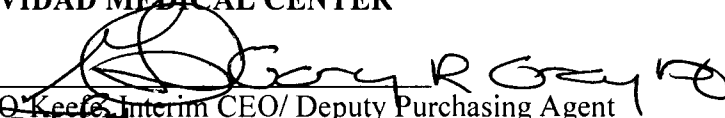
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional Corporation, on behalf of the UNIVERSITY OF CALIFORNIA, SAN FRANCISCO, SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS

By:   
Its 1/16/15 UCSF School of Medicine

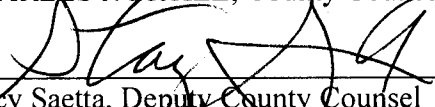
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

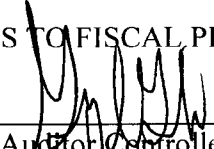
**NATIVIDAD MEDICAL CENTER**

  
Kelly O'Keefe, Interim CEO/ Deputy Purchasing Agent  
Date: 2/19/15, 20\_\_

APPROVED AS TO LEGAL FORM:  
CHARLES J. McKEE, County Counsel

  
Stacy Saetta, Deputy County Counsel  
Date: 11/30/15

APPROVED AS TO FISCAL PROVISIONS:

  
Gary Giboney, Auditor/ Controller's Office  
Date: 1-30-15, 20\_\_