

## FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment")** is made and entered into as of March 1, 2018, 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; amended March 1, 2014, and amended on March 1, 2015 (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 twenty-five 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(a).** The language in Section 3.3(a) of the Agreement is hereby deleted and replaced in its entirety as follows:
  - a) The HOSPITAL agrees to pay UCSF one hundred twenty-five dollars (\$125.00) per hour of actual documented hours of Services provided under his Agreement by one physician as Medical Director, and recorded on the monthly Time Reports. The compensation for the Medical Director Services is capped at FIFTY THOUSAND DOLLARS (\$50,000.00) per annum.
- 3. The following language is added to Exhibit 1.1, **UCSF PHYSICIANS PROVIDING SERVICES**:

"UCSF shall provide and designate one or more physician, and accepted and approved by Hospital to serve as the Medical Director of the Neonatal Intensive Care Nursery Department. The UCSF Medical Director shall devote whatever time is necessary to effectively provide the Director Services in Exhibit 1.3. Medical Director shall allocate time to Director Services when and as needed and as reasonably requested by Hospital from time to time. Initially, the Medical Director Services will be provided by the

following UCSF Physician:

Martha Douglas-Escobar, MD

4. **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 March 31, 2020 (the "Expiration Date"), subject to the termination provisions of this Agreement."


5. **Counterparts.** This Fourth 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.

6. **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.

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


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

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

  
Neal Cohen  
Vice Dean, School of Medicine

Date: 2/5/18

Read and Acknowledged:

  
Kevin Shannon  
Interim Chair, Department of Pediatrics

Date: 2/6/18

NATIVIDAD MEDICAL CENTER

\_\_\_\_\_  
Deputy Purchasing Agent

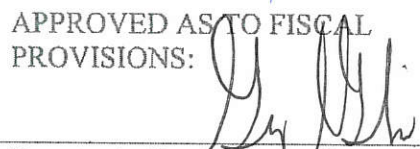
Date: \_\_\_\_\_

APPROVED AS TO LEGAL  
PROVISIONS:

  
Stacy Saetta, Deputy County Counsel

Date: 2/8/18

APPROVED AS TO FISCAL  
PROVISIONS:

  
Deputy Auditor / Controller

Date: 2-8-18