THIRD AMENDMENT TO THE MEDICAL DIRECTOR AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND THE CITY OF CHULA VISTA

THIS THIRD AMENDMENT TO THE AGREEMENT amends that certain Agreement between the City of Chula Vista ("City"), and The Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Diego, School of Medicine, Department of Emergency Medicine ("UCSD") or ("Contractor") executed on December 12, 2013 and approved in Resolution 2013-249, first amended September 23, 2015 as to term and compensation and approved in Resolution 2015-222, and second amended August 27, 2018 as to physician and term and approved in Resolution 2018-203.

The parties agree to amend the Agreement as follows:

Effective June 1, 2020, Exhibit A Section 3) is deleted in its entirety and replaced as follows:

3) "As consideration for Contractor's Services, City shall pay to Contactor the sum of Seven Thousand Dollars (\$7,000.00) payable on a monthly basis. Contractor shall deliver an itemized invoice on a monthly basis no later than the tenth day of the month following Services rendered to City detailing (i) the date Services were provided, (ii) a brief description of the Services provided, (iii) the number of hours of Services provided, (iv) the dollar amount per item due to City, and (v) any pre-approved out-of-pocket costs incurred that are directly related to performing the Services. Contractor shall be reimbursed for all agreed to and pre-approved out-of-pocket costs incurred that are directly related to performing the Services under this Agreement. Contractor shall coordinate all travel and accommodations in connection with the Services with the City travel office.

> Invoices shall be sent to: Chris Scott Email: <u>cscott@chulavistaca.gov</u>

Payments shall be made payable: The Regents of University of California and sent to: UCSD Emergency Medicine Attn: Maegan Carey 9500 Gilman Drive, MC 8676 La Jolla, CA 92093-8676"

Effective June 1, 2020, Exhibit A Section 4) is deleted in its entirety and replaced as follows:

4) "City and Contractor acknowledge that the amount of time required of Contractor each month likely will fluctuate and there is no minimum or maximum amount of hours per month for which Contractor is engaged. However, it is estimated that Contractor's services will be required for up to forty (40) hours per month."

Except as specifically herein amended, the Agreement, as amended in the First and Second Amendments, will remain in full force and effect.

The parties have executed this Third Amendment as set forth below.

CONTRACTOR The Regents of the University of California

By:

<u>4/17/20</u> Date

Gene Hasegawa Chief Operating Officer UC San Diego Health Sciences

CITY The City of Chula Vista

By: _____

Date

Mary Casillas Salas, Mayor

Approved as to Form:

Glen R. Googins, City Attorney

Attest:

Kerry K. Bigelow, MMC, City Clerk

Third Amendment to the Medical Director Agreement Between the Regents of the University of California and The City of Chula Vista EmerMed 3AM #2014-0104 cnslt fnl.docPage 2 of 2 Agreement No. 18101-A3 Chula Vista EmerMed 3AM #2014-0104 cnslt fnl.doc