

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION

THIS THIRD AMENDMENT (the “**Amendment**”) is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and University Medical Center Management Corporation, represented by Emily Sedgwick, Chief Executive Officer (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of April 1, 2023 (the “**Effective Date**”).

WHEREAS, the City and the Contractor entered into a professional service agreement with a two-year term, effective April 1, 2019, for a nurse practitioner (the “**Agreement**”);

WHEREAS, on April 1, 2021, the City and the Contractor entered into the First Amendment to increase funding, extend the term for continuity of services, and update terms and provisions;

WHEREAS, on April 1, 2022, the City and the Contractor entered into the Second Amendment to increase funding, extend the term for continuity of services, and update terms and provisions;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and provide additional funding.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1) **Extension**: The Agreement is extended for one year, from the Effective Date through March 31, 2024.

2) **Compensation**: The Agreement is amended to increase the compensation in the amount of \$154,854.00. The maximum aggregate compensation payable under the Agreement is increased to \$766,450.00.

3) **Prior Terms Binding**: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

4) **Convicted Felon Statement**. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5) **Non-Solicitation Statement**. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

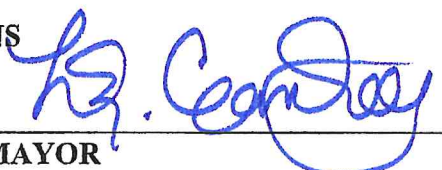
6) Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

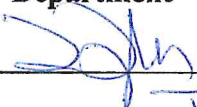
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 18th of May, 2023

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION

BY: 

EMILY SEDGWICK, CHIEF EXECUTIVE OFFICER


FEDERAL TAX I.D.