

**AMENDMENT 1
TO THE
SERVICES AGREEMENT
BETWEEN
NATIVIDAD MEDICAL CENTER
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

WHEREAS, the Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of its UCSF School of Medicine, Department of Pediatrics (“UCSF”), and the County of Monterey (“County”) on behalf of Natividad Medical Center (“Hospital”) entered into a Professional Services and Medical Director Services Agreement (“Agreement”) with an effective date of July 1, 2021;

WHEREAS, UCSF and County wish to amend the pediatric hospitals clinical and medical director services (“Services”) UCSF provides to the Hospital;

WHEREAS, Natividad desires to continue to engage UCSF to provide Services under the Agreement;

WHEREAS, the UCSF desires to continue to provide Services under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties mutually agree to amend the Agreement as follows:

1. This Amendment 1 is effective as of January 1, 2022 (the “Effective Date”).
2. As of January 1, 2022, UCSF Physicians will no longer serve as Medical Director or provide Medical Director services under this Agreement.
3. Section 1.1(a), Medical Director Services, of the Agreement is deleted in its entirety.
4. Exhibit 1.1(a), Medical Director Services, of the Agreement is deleted in its entirety.
5. The following language replaces Section 1.1(b), Professional and Coverage Services of the Agreement:
 - (b) Professional and Coverage Services. UCSF shall provide Hospital professional services by its UCSF Physicians, who are board certified or eligible pediatricians to Hospital patients in need of pediatric hospitalist services while admitted as inpatients at Hospital (the "Professional Services") as identified in Exhibit 1.1(b) of this Agreement. UCSF Physicians shall provide on average three (3) to five (5) twenty-four (24) hour shifts per month with a total of no less than one thousand (1,000) hours per year, and not to exceed one thousand two hundred (1,200) hours per year (the “Minimum Coverage Services”).
6. Exhibit 4.1, Compensation, of the Agreement is deleted in its entirety and replaced with Exhibit 4.1 as attached to this Amendment 1 and incorporated in the Agreement by reference.

[Signature Page to Follow]

Except as hereinabove stated, all of the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this First Amendment to be signed by its duly authorized officer as of the day and year written below.

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

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...

Neal Cohen
Vice Dean, School of Medicine

Date: 12/21/2021

Read and Acknowledged:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, M.D.
Chair, Department of Pediatrics

Date: 12/22/2021

Charles R. Harris
Deputy Purchasing Agent

Date: 12/23/21

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

Joey Nolasco Property Tax Manager
Deputy Auditory/Controller

Date: 12/23/2021

EXHIBIT 4.1

Compensation

1. Compensation.

For the period January 1, 2022 to June 30, 2022, Hospital shall pay UCSF the amount equal to \$14,963.16 per month (the "Base Compensation") for the Minimum Coverage Services rendered under this Agreement; provided, however, that UCSF is in compliance with the terms and conditions of this Agreement. In the event UCSF Physician provides less than Minimum Coverage Services set forth in Section 1.1, the Base Compensation shall be adjusted by \$152 for each hour below the Minimum Coverage Services.

If UCSF Physician is asked to provide more than the Minimum Coverage Services set forth in Section 1.1, Hospital shall pay \$173 per hour of Services rendered.

2. Timing. Hospital shall pay the Compensation due for Contracted Services performed by UCSF after UCSF's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if UCSF does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Contracted Services were performed, Hospital shall not be obligated to pay UCSF for Contracted Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office." Payments shall be made payable to The Regents of the University of California delivered to:

UCSF Department of Pediatrics
Division of Pediatric Hospital Medicine
550 16th Street, Fourth Floor (Box 0110)
San Francisco, CA 94158
Attn: Accounting

Certificate Of Completion

Envelope Id: 82A7E326D0DE410F8576B6F076A57F4F	Status: Completed
Subject: Please DocuSign: 12212021 FINAL Amend 1 UCSF Pediatric Hospitalist_Natividad.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Janellyn Chiu
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1855 Folsom St
	Suite 566
	San Francisco, CA 94103
	Janellyn.Chiu@ucsf.edu
	IP Address: 128.218.42.247


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Status: Original 12/21/2021 2:19:42 PM	Holder: Janellyn Chiu Janellyn.Chiu@ucsf.edu	Location: DocuSign
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Signer Events

Neal Cohen
CohenN@ucsf.edu
Vice Dean
University of California, San Francisco
Security Level: Email, Account Authentication (Optional)

Signature

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Raphael Hirsch
Raphael.Hirsch@ucsf.edu
Chair
University of California, San Francisco
Security Level: Email, Account Authentication (Optional)

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Carbon Copy Events	Status	Timestamp
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George Dong
George.Dong@ucsf.edu
University of California, San Francisco
Security Level: Email, Account Authentication (Optional)

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Carbon Copy Events	Status	Timestamp
<p>Jenny Godbout Jenny.Godbout@ucsf.edu Division Administrator, Neonatology University of California, San Francisco Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"> COPIED </div>	<p>Sent: 12/21/2021 2:21:15 PM Viewed: 12/21/2021 2:23:00 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	12/22/2021 8:45:48 AM
Completed	Security Checked	12/22/2021 8:45:48 AM

Payment Events	Status	Timestamps
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