

**SECOND AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment to Medical Director and Professional Services Agreement (“Second Amendment”) is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and a First Amendment to the Medical Director and Professional Services Agreement with an effective date of April 1, 2023 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

“4.3.1 Compensation. The total The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Five Hundred Thousand Dollars (\$1,500,000).

2. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

“4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the “Guarantee”) between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term “Professional Services Net Collections” shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term “UCSF Physicians Compensation Expense” shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed \$450,000 per year. The Guarantee is based on UCSF Department of Pediatrics’ fair market value assessment using the Medical Group Management Association (“MGMA”) published rate for a neonatologist of \$338,686 (median) and \$410,162 (75th percentile).

3. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until March 31, 2025 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Second Amendment and shall continue in full force and effect.
5. This Second Amendment shall be effective as of April 1, 2024.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Second Amendment to be signed by its duly authorized office 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 (“Hospital”)

DocuSigned by:
Neal Cohen

Neal Cohen, MD
Vice Dean, UCSF School of Medicine
Date: 2/5/2024

Name:
Title:
Date: _____

READ AND ACKNOWLEDGED:

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Raphael Hirsch

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

DocuSigned by:
Stacy Saetta

Name: C09CE1B99F444A9 Stacy Saetta
Title: Chief Deputy County Counsel.
Date: 2/5/2024 | 3:17 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz

Name: E79EF83E57454F6 Patricia Ruiz
Title: Auditor Controller Analyst I
Date: 2/6/2024 | 9:22 AM PST

Certificate Of Completion

Envelope Id: 516D4AD7FDFC4EDEAD391E74B8DC07CD	Status: Completed
Subject: Complete with DocuSign: Natividad_UCSF Pediatrics_Neonatology MDA PSA_AMD 2.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Megan DeLain
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1855 Folsom St
	Suite 601
	San Francisco, CA 94103
	megan.delain@ucsf.edu
	IP Address: 128.218.42.200

Record Tracking

Status: Original	Holder: Megan DeLain	Location: DocuSign
2/5/2024 11:28:31 AM	megan.delain@ucsf.edu	

Signer Events

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

Signature

DocuSigned by:

016A8FBA9C704C8...
Signature Adoption: Pre-selected Style
Using IP Address: 128.218.42.155

Timestamp

Sent: 2/5/2024 11:29:31 AM
Viewed: 2/5/2024 12:26:41 PM
Signed: 2/5/2024 12:26:50 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

DocuSigned by:

A92FE51CFE014F7...
Signature Adoption: Pre-selected Style
Using IP Address: 128.218.42.238

Sent: 2/5/2024 12:26:52 PM
Viewed: 2/5/2024 1:06:48 PM
Signed: 2/5/2024 1:06:59 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
-----------	-----------

Editor Delivery Events

Status	Timestamp
--------	-----------

Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
--------	-----------

Carbon Copy Events

Status	Timestamp
	Sent: 2/5/2024 1:07:00 PM

Jenny Godbout
Jenny.Godbout@ucsf.edu
Division Administrator, Neonatology
University of California, San Francisco
Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	2/5/2024 11:29:31 AM
Certified Delivered	Security Checked	2/5/2024 1:06:48 PM
Signing Complete	Security Checked	2/5/2024 1:06:59 PM
Completed	Security Checked	2/5/2024 1:07:00 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------