



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-15373; Amendment No.: 2**

- a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Second Amendment to the Professional Services Agreement (A-15373) with The Regents of the University of California, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide pediatric hospitalist services, extending the term by twelve months (July 1, 2022 to June 30, 2023) for a revised full agreement term of July 1, 2021 to June 30, 2022, adding \$200,000 for a revised amount not to exceed \$433,520 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$23,352) of the original contract amount and do not significantly change the scope of work.

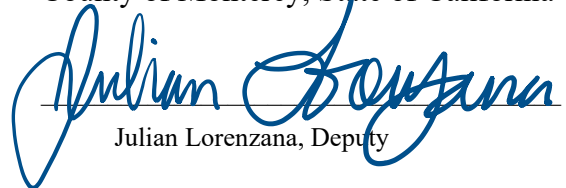
PASSED AND ADOPTED on this 7<sup>th</sup> day of June 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 7, 2022.

Dated: June 13, 2022  
File ID: A 22-245  
Agenda Item No.: 21

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**AMENDMENT 2  
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 with an effective date of July 1, 2021 and subsequently, a First Amendment with an effective date of January 1, 2022 (collectively “Agreement”);

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

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

WHEREAS, 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 2 is effective as of July 1, 2022 (the “Effective Date”).
2. The following language replaces Section 1.1(b), Professional and Coverage Services in the Agreement:  
  
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”). UCSF Physician shall provide services as needed to cover the gap contingent on Physician availability and these hours shall be paid based on the rate as set forth in Amendment 2, Exhibit 4.1.
3. **Section 4.1.** Section 4.1 to the Agreement is hereby amended and restated to read in its entirety as follows “4.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with Exhibit 4.1 (the “Compensation”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Four Hundred Thirty-Three Thousand Five Hundred Twenty Dollars (\$433,520).”
4. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows: “5.1 Term. This Agreement shall become effective on July 1, 2021 (the “**Effective Date**”), and shall continue until June 30, 2023 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”
5. Exhibit 4.1, Compensation, of the Agreement is deleted in its entirety and replaced with Exhibit 4.1 as attached to this Amendment 2 and incorporated into the Agreement by reference.

*[Space Intentionally Left Blank]*

*[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 Second 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*

016A8FB39C704C8...  
Neal Cohen

Vice Dean, School of Medicine

Date: 4/19/2022

**Read and Acknowledged:**

DocuSigned by:  
*Raphael Hirsch*

A92FE51CFE014F7...  
Raphael Hirsch, M.D.

Chair, Department of Pediatrics

Date: 4/19/2022

DocuSigned by:  
*Charles Harris*

4E1F837D204E481  
Deputy Purchasing Agent

Date: 6/22/2022 | 10:19 AM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:  
*Stacy Saetta*

C0EE1B99F444A9...  
Stacy Saetta, Deputy County Counsel

Date: 4/19/2022 | 5:07 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:  
*Burcu Mousa*

814C333563B9474...  
Deputy Auditory/Controller

Date: 4/21/2022 | 6:45 PM PDT

**EXHIBIT 4.1**

**Compensation**

1. Compensation.

UCSF Physician if asked to provide Coverage Services set forth in Section 1.1, Hospital shall pay \$152 per hour of Services rendered. The Medical Director will need to work with the UCSF Physician to set mutually agreed upon schedule for coverage.

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 16<sup>th</sup> Street, Fourth Floor (Box 0110)  
San Francisco, CA 94158  
Attn: Accounting