

**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.

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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

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Neal Cohen

Vice Dean, School of Medicine

Date: 4/19/2022

Deputy Purchasing Agent

Date:

Read and Acknowledged:

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Raphael Hirsch

A92FE51CFE014F7...

Raphael Hirsch, M.D.

Chair, Department of Pediatrics

Date: 4/19/2022

DocuSigned by:

Stacy Saetta

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Stacy Saetta, Deputy County Counsel

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

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

Burcu Mousa

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

Certificate Of Completion

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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: 128.218.42.243

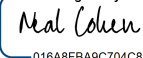
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Signer Events

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

Signature

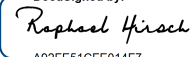
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Raphael Hirsch
Raphael.Hirsch@ucsf.edu
Chair
University of California, San Francisco
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

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

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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