

**First Amendment
To
Professional Services Agreement
(Pediatric Hospital Medicine Program Services)**

This First Amendment to Professional Services Agreement (Pediatric Hospital Medicine Services) is made and entered into by and between The Regents of the University of California, a public corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics ("UCSF"), and the County of Monterey ("COUNTY") on behalf of Natividad Medical Center ("HOSPITAL").

RECITALS:

WHEREAS, UCSF and HOSPITAL have heretofore entered into that certain Professional Services Agreement (Pediatric Hospital Medicine Services) for UCSF to provide medical services on behalf of HOSPITAL for the period beginning February 1st, 2016 and ending January 31st, 2018 ("**Agreement**"), and

WHEREAS, the parties acknowledge that for the period March 24, 2017 to January 31, 2018, the parties agreed that UCSF would provide Services to HOSPITAL consistent with the new **Exhibit 1** attached hereto and HOSPITAL would pay to UCSF the rate set forth in Section 1(b) of this **Exhibit 2**, and

WHEREAS, UCSF and HOSPITAL wish to amend the Agreement to extend the term for an additional fourteen (14) months to allow for services to continue with additions to the original scope of work attached hereto as **Exhibit 1** and to increase the aggregate amount payable by \$291,775.36.

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

1. Section 3.1, Compensation to UCSF for Contract Services, is deleted in its entirety and replaced with the following:

“3.1, Compensation to UCSF for Contract Services. HOSPITAL shall pay to UCSF the amount determined in accordance with **Exhibit 2** (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by HOSPITAL to UCSF under this Agreement shall not exceed the sum of Six Hundred Twenty-Five Thousand Eight Hundred Twenty-Five Dollars and Thirty-Six Cents (\$625,825.36).”
2. Section 4.1, Term, is hereby deleted in its entirety and replaced with the following:

“4.1, Term. This Agreement shall become effective on February 1, 2016 (the “**Effective Date**”), and shall continue until March 31, 2019 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”
3. **Exhibit 1, UCSF Scope of Services**, shall be deleted in its entirety and replaced with the attached updated **Exhibit 1**.

4. **Exhibit 2, Compensation**, shall be deleted in its entirety and replaced with the attached updated **Exhibit 2**.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this First Amendment and shall continue in full force and effect.
6. A copy of this First Amendment shall be attached to the Agreement.
7. The effective date of this First Amendment is March 24, 2017 (“First Amendment Effective Date”).

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")**

Neal Cohen
Vice Dean School of Medicine

Date: _____

Read and Acknowledged:

Kevin Shannon, M.D.
Interim Chair, Department of Pediatrics

Date: _____

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____

EXHIBIT 1
UCSF SCOPE OF SERVICES

UCSF shall provide a UCSF physician to serve as a Chief Pediatric Hospitalist who will work with other UCSF, HOSPITAL and community leadership.

The Chief Pediatric Hospitalist will provide:

- 0.7 FTE for clinical coverage of hospitalist service
- 0.3 FTE for administrative time

Specific position responsibilities of Chief Pediatric Hospitalist are as followings:

- Provide clinical leadership and oversight of the Pediatric Hospital Medicine Program.
- Coordinate pediatric hospitalists' scheduling to ensure efficiency and maximum productivity.
- Assures pediatric hospitalists' competency in pediatric and neonatal resuscitation techniques.
- Review pediatric hospitalists' medical staff CME and competencies.
- Ensure pediatric hospitalists perform their professional medical duties consistent with HOSPITAL's Medical Staff Bylaws, rules, regulations and policies, as well as to national standards for hospital-based pediatric care.
- Assist in professional development and growth of pediatric hospitalists.
- Participate in the development, review and implementation of HOSPITAL's Pediatric Unit policies, procedures and protocols to optimize clinical outcomes and ensure regulatory compliance.
- Work collaboratively with HOSPITAL's management to ensure services are available and cost effective, and meeting quality and regulatory guidelines.
- Supervise continuous quality assessment and quality improvement activities for pediatric patients treated at HOSPITAL.
- Collaborate with hospital management to develop goals of the Pediatric Service and provide ongoing assessment to achieve objectives.
- Participate in the development, coordination and completion of educational programs for medical and hospital staff, patients and community.
- Ensure that pediatric hospitalists provide appropriate supervision and oversight for Family Medicine residents, and medical students in HOSPITAL's Pediatric Unit.
- Participate in community outreach activities.
- Work cooperatively and supportively with Emergency Department, Surgical Services and diagnostic and therapeutic services to ensure availability, and effective use of services.
- Evaluate current state of inpatient pediatric program, including potential collaboration and refinement of staffing model for neonatal services at HOSPITAL
- Evaluate feasibility of pediatric hospitalist coverage and/or involvement with:
 - Urgent Care
 - Overnight coverage
 - Integration with Family Practice residency
 - Newborn care
- Within a 1 year period, develop pediatric hospital medicine plan for integrated pediatric and neonatal services at HOSPITAL that support improved clinical quality growth, increased efficiency, increased revenue, and improved cost-effectiveness.

The Chief Pediatric Hospitalist will also serve as the HOSPITAL'S Pediatric Service Director, and this position's responsibilities are as follows:

- Provides general administration of the day-to-day operations of the Department;
- Advises and assists in the development of protocols and policies for the Department;
- Ensures physician coverage of the Department;
- Schedules, coordinates and supervises the provision of medical and ancillary services within the

Department;

- Ensures the maintenance of consistently high quality service, and advise Hospital in the development and implementation of an appropriate quality assurance program with respect to the Department;
- Coordinates and consults with Hospital and Medical Staff regarding the efficiency and effectiveness of the Department, and makes recommendations and analyses as needed for Hospital to improve services provided in the Department and reduce costs;
- Develops, reviews, and provides training programs for Medical Staff and Hospital personnel;
- Prepares such reports and records as may be required by this Agreement, Hospital or the Medical Staff;
- Participates in Hospital and Medical Staff committees upon request by Hospital;
- Participates in continuing medical education, research and teaching activities upon request by Hospital;
- Participates in utilization review programs, as reasonably requested by Hospital;
- Participates in risk management and quality assurance programs, as reasonably requested by Hospital; and
- Assists Hospital management with preparation for, and conduct of, any inspections and on-site surveys of Hospital or the Department conducted by governmental agencies, accrediting organizations, or payors contracting with Hospital.

UCSF shall also provide:

- Academic and strategic resources to help guide overall program development for all pediatric services at HOSPITAL.
- Business development oversight for growth of hospital based pediatric and neonatal programs.
- Exploration of telemedicine services by pediatric specialists to augment care provided by on-site physicians.
- Academic affiliation and membership in UCSF's regional community hospital medicine and neonatal quality collaboratives.
- Integration of HOSPITAL into UCSF's Northern California Children's Health Network.

EXHIBIT 2 COMPENSATION

1. **Compensation.** HOSPITAL shall compensate UCSF as follows:
 - a. For the period of February 1, 2016 through March 23, 2017 (the “Initial Term”), HOSPITAL shall pay UCSF the amount of One Hundred Sixty-Seven Thousand Twenty-Five Dollars (\$167,025) per Contract Year for Services rendered by UCSF under this Agreement provided, however, that UCSF is in compliance with the terms and conditions of this Agreement. For the purposes of this Agreement, the term “Contract Year” shall mean each consecutive twelve (12) month period beginning on the Effective Date of this Agreement.
 - b. For the period of February 1, 2018 through March 31, 2019, HOSPITAL shall pay to UCSF the amount of Two Hundred Seventy-Six Thousand One Hundred Ninety-One Dollars and Forty-Two Cents (\$276,191.42.), not to exceed \$236,735 per Contract Year, for Services rendered by UCSF under this Agreement; provided, however, that UCSF is in compliance with the terms and conditions of this Agreement.
 - c. The parties acknowledge that for the period of the First Amendment Effective Date through January 31, 2018, the parties agreed that UCSF would provide Services to HOSPITAL consistent with the new **Exhibit 1** attached hereto and HOSPITAL would pay to UCSF the rate set forth in Section 1(b) of this **Exhibit 2 (“Amended Compensation”)**. The parties agree that the difference in compensation between the amount in effect during the Initial Term and the Amended Compensation is Fifteen Thousand Five Hundred Eighty-Three Dollars and Ninety-Five Cents (\$15,583.95) (the “Supplemental Payment”). The Supplemental Payment will be made within thirty (30) days of the execution of this First Amendment.
2. **Timing.** HOSPITAL shall pay the compensation due for Services (excluding the Additional Services) performed by UCSF in equal monthly installments 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 Services were performed, HOSPITAL shall not be obligated to pay UCSF for 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”.