## FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND NATIVIDAD MEDICAL CENTER

THIS FIRST 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 Medicine, Department of Pediatrics (hereinafter referred to as "UCSF"), and the County of Monterey (hereinafter referred to as "COUNTY") on behalf of Natividad Medical Center (hereinafter referred to as "HOSPITAL").

## **RECITALS:**

WHEREAS, UCSF and HOSPITAL entered into a Professional Services Agreement for UCSF to provide pediatric services "Services" for HOSPITAL patients with an effective date of January 1, 2025 (hereinafter referred to as "Agreement").

WHEREAS, UCSF wishes to continue to provide Services, and HOSPITAL wishes to continue to receive such Services under the Agreement.

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

- 1. The effective date of this First Amendment is January 1, 2026.
- 2. Section 2.2, <u>Equipment</u>, is deleted in its entirety and replaced with the following:

"The UCSF Physician shall perform all Contracted Services exclusively onsite at the Hospital's designated facilities. During such Contracted Services, the UCSF Physician shall utilize only the Hospital's equipment, infrastructure, and support systems, unless otherwise agreed in writing by both parties.

Contracted Services performed by the UCSF Physician outside the Patient Care Service Day are strictly limited to inpatient consultations or diagnostic reads, and only when explicitly requested by the Hospital."

3. Section 3.1, <u>Compensation to UCSF</u>, is deleted in its entirety and replaced with the following:

"HOSPITAL shall pay UCSF the sum determined in accordance with Exhibit 3 (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 Four Hundred Thousand Dollars (\$400,000)."

4. Section 4.1, Term, is deleted in its entirety and replaced with the following:

"The term of this Agreement shall be January 1, 2025 (the "Commencement Date") and continue through December 31, 2027 (the "Termination Date"), subject to the termination provisions of this Agreement."

- 5. Exhibit 1, **SCOPE OF SERVICES**, is deleted in its entirety and replaced with Exhibit 1 as attached to this First Amendment and incorporated into the Agreement herein.
- 6. Exhibit 3.1, <u>Compensation</u>, is deleted in its entirety and replaced with the following:
  - "1. Compensation. HOSPITAL shall pay UCSF the amount One Thousand Nine Hundred and Forty-Four Dollars (\$1,944) per each eight (8) hour day of in-person Contracted Services (Patient Care Service Day) rendered by UCSF under this Agreement.

If Contracted Services are performed outside of the Patient Care Service Day, HOSPITAL shall pay UCSF the amount of Two Hundred Forty-Three (\$243) per hour."

7. 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.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this First 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, School of Medicine, Department of Pediatrics ("UCSF")  Docusigned by:  Patrick Ha	NATIVIDAD MEDICAL CENTER ("HOSPITAL")
By:	By:
Patrick Ha, MD	Charles R. Harris, MD
Title: Vice Dean, Clinical Affairs and Partnerships UCSF School of Medicine	Title: Chief Executive Officer
Date: _10/22/2025	Date:
Reviewed and Understood:  Replace Hisch By:  A92FE51CFE014F7 Raphael Hirsch, MD  Title: Chair, UCSF Department of Pediatrics	APPROVED AS TO LEGAL PROVISIONS:  ("HOSPITAL")  By: Stary Sutta  COECETB99F444A9  Stacy Saetta, Deputy County Counsel  Date: 10/28/2025   2:08 PM PDT
	APPROVED AS TO FISCAL PROVISIONS:  ("HOSPITAL")  By: Jennifer Forsyth  4E7E657875454AE
[SA-0020356]	Deputy Auditor/Controller

Date: 10/28/2025 | 4:25 PM PDT

## EXHIBIT 1

## **SCOPE OF SERVICES**

UCSF shall provide a UCSF Physician to provide the following Pediatric Cardiology Services:

- Provide care to patients with a wide variety of pediatric cardiac and cardiovascular diseases one eight (8) hour Patient Service Care Day per week based on a mutually agreed schedule.
  - Perform echocardiographic and electrocardiographic evaluation as needed, during the Patient Service Care Day.
- Teach family practice residents.
- Provide inpatient consultation from time to time as reasonably requested by Hospital.
- Provide telephone consultation for various departments (i.e. emergency department, hospitalists, etc.) from time to time as reasonably requested by Hospital.
- For remote Services for ECG and ECHO reads, Hospital shall notify UCSF Physician.