

AMENDMENT NO. 1
TO PERINATAL/NEONATAL AFFILIATION AGREEMENT
BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF
UCSF MEDICAL CENTER AND UCSF BENIOFF CHILDREN’S HOSPITAL SAN
FRANCISCO AND ITS CENTER FOR MOTHERS AND NEWBORNS
AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PATIENT SPECIFIC EDUCATION

This Amendment No. 1 to the Perinatal/Neonatal Affiliation Agreement (“Agreement”) which was effective on July 1, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“Hospital”), and The Regents of the University of California on behalf of UCSF Medical Center and UCSF Benioff Children’s Hospital San Francisco and its Center for Mothers and Newborns (“UCSF”); **From this point forward, the party referenced previously as “Hospital” shall be referenced as “COUNTY” and collectively, COUNTY and UCSF are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for patient specific education to nursing staff with a term July 1, 2020 through June 30, 2028 and a total Agreement amount not to exceed \$146,724; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment 1 to allow for services to continue with additions to the original scope of work attached hereto as “**Attachment G: Pediatric Education Services as per Amendment No. 1**” to provide continuing education and training programs for Hospital’s pediatric staff with a \$38,313 increase for the added services for a total Agreement amount of \$185,037.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.8 under**, “**HOSPITAL RESPONSIBILITIES**” shall be amended to remove the following:

“Hospital agrees to pay UCSF for all services provided by UCSF under this Agreement in accordance with the rates set forth in Attachment D.”

And replace with:

“Hospital agrees to pay UCSF for all services provided by UCSF under this Agreement in accordance with the rates set forth in Attachment D plus Attachment G.”

2. **Section 4.16 under**, “**GENERAL PROVISIONS**” shall be amended to the following:

“Attachment A CCS Standards for Community NICUs
Attachment B Joint Planning Activities
Attachment C NCPAS Perinatal Morbidity & Mortality Guidelines
Attachment D UCSF Services and Payment Schedule
Attachment E NCPAS Perinatal Transport Guidelines
Attachment F Preceptorship Agreement
Attachment G Pediatric Education Services as per Amendment No. 1”

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the Agreement.
5. This Amendment No. 1 shall be effective July 1, 2021.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Jodt
Monterey County Deputy County Counsel

Date: 6/26/2021

APPROVED AS TO FISCAL PROVISIONS

By: gary k giboney
Monterey County Deputy Auditor/Controller

Date: 7-7-2021

UCSF

(Hospital Administrator)

By: Valerie Bednar
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valerie bednar

Name: _____

Associate Director

Title: _____

6/18/2021

Date: _____

(Nursing Administrator)

DocuSigned by:
By: kimberley Johnston
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kimberley Johnston

Name: _____

Program Director

Title: _____

6/18/2021

Date: _____

Attachment G:
Pediatric Education Services as per Amendment No. 1

I. DESCRIPTION OF ALL SERVICES TO BE RENDERED BY UCSF:

Hospital and UCSF desire to improve patient care to Hospital's pediatric patients by providing continuing education and training programs for Hospital's pediatric staff.

II. DEFINITIONS:

A. Pediatric Hospital

A pediatric hospital per California Children's Services (CCS) is a community-based hospital with licensed pediatric beds that provides services for children from birth up to age 21 consistent with CCS regulations. The length of stay shall not exceed 21 days except for care in a CCS licensed community or intermediate NICU.

B. Emergency Department

A service of Hospital for the provision of emergency care as defined by California Medical Services (CMS) as a 24-hour location serving an unscheduled patient population with anticipated needs for emergency medical care.

III. UCSF RESPONSIBILITIES:

A. Provision of Continuing Education UCSF shall provide nursing continuing education programs to assist Hospital in its educational and patient care activities as set forth herein section IV under "**Continuing Education Program and Reimbursement**".

B. UCSF Joint Planning Activities UCSF shall participate in joint planning activities with Hospital as set forth section V "**Joint Planning Activities**".

IV. CONTINUING EDUCATION PROGRAM AND REIMBURSEMENT

A. All Packages Include:

- On-line access to UCSF Perinatal, Neonatal, Pediatric and Emergency Policies
- Tuition Discount on Perinatal/Neonatal/Pediatric/Emergency Classes-provided by UCSF Outreach Department at other affiliate hospitals

B. Education Package III to Include:

- Sixteen (16) hours of Nursing In-services, divided as needed provided by UCSF Outreach Program for Pediatric Education.

C. Fees:

- Yearly inflation increases of 3%.

COST BREAKDOWN FOR PEDIATRIC EDUCATION SERVICES				
	Fiscal Year	Term Dates	Annual Increase of 3%	Cost per FY
Original Start Date	FY21/22	07/01/21 - 06/30/22	\$ -	\$ 5,000.00
successive year 1	FY22/23	07/01/22 - 06/30/23	\$ 150.00	\$ 5,150.00
successive year 2	FY23/24	07/01/23 - 06/30/24	\$ 154.50	\$ 5,304.50
successive year 3	FY24/25	07/01/24 - 06/30/25	\$ 159.14	\$ 5,463.64
successive year 4	FY25/26	07/01/25 - 06/30/26	\$ 163.91	\$ 5,627.54
successive year 5	FY26/27	07/01/26 - 06/30/27	\$ 168.83	\$ 5,796.37
successive year 6	FY27/28	07/01/27 - 06/30/28	\$ 173.89	\$ 5,970.26
TOTAL AMOUNT NOT TO EXCEED <i>(rounded to the nearest whole dollar)</i>				\$ 38,313

V. JOINT PLANNING ACTIVITIES

Hospital and UCSF will participate in joint planning activities in support of Hospital’s pediatric educational needs:

1. Evaluate nursing staff educational needs in relation to clinical care.
2. Review previous year’s outreach services.
3. Establishment a plan of services in support of patient care activities.
4. Develop a continuing education program to ensure appropriate clinical skills and knowledge to meet nursing staff needs.