



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-15194 ; Amendment No.: 4

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Fourth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) increasing the neonatology services, extending the term by four months (April 1, 2026 to July 31, 2026) for a revised full agreement term of April 1, 2021 to July 31, 2026, and adding \$132,988 for a revised total not to exceed amount of \$2,100,988 in the aggregate; and
- b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,170,988.

PASSED AND ADOPTED on this 1st day of July 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
 NOES: None
 ABSENT: None

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 July 1, 2025.

Dated: July 2, 2025
 File ID: A 25-271
 Agenda Item No.: 22

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

Emmanuel H. Santos, Deputy

**FOURTH AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment to Medical Director and Professional Services Agreement (“Fourth 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 School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and subsequently, a First Amendment with an effective date of April 1, 2023; a Second Amendment with an effective date of April 1, 2024; and a Third Amendment with an effective date of April 1, 2025 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments, to include clinical services for Hospital’s High Risk Infant Follow-up program.

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

1. The following language is added as a new Section 1.1(c), High Risk Infant Follow-up Program:

“(c) High Risk Infant Follow-Up program (HRIF) Clinical Services. The UCSF Physician providing HRIF clinical services shall be identified in Exhibit 1.1 by mutual agreement of the parties, keep monthly time logs submitted to the Hospital and shall provide twelve (12) hours per –week , but not to exceed sixty (60) hours per month in HRIF clinical services, described in Exhibit 1.1a of this Agreement. The total hours of HRIF clinical services provided by UCSF shall not exceed six hundred twenty four (624) hours per year.”

2. A new Section 4.3.6, Fee for HRIF Clinical Services:

“Fee for HRIF Clinical Services is \$213.62 per hour equaling \$11,108 per month for the HRIF clinical services rendered by UCSF Physicians under this Agreement. The payments for the HRIF clinical services shall not exceed \$193,300 per contract year and is subject to quarterly billing and payment reconciliation by the parties in Section 4.3.2.”

3. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

“4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the aggregate sum of \$2,100,988.

4. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

“4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the “Guarantee”) between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term “Professional Services Net Collections” shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term “UCSF Physicians Compensation Expense” shall mean the sum of (i) 2.3 FTE of Pediatric Neonatology and HRIF clinical services total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed \$600,988 per year (August 1, 2025 to July 31, 2026). The Guarantee is based on UCSF Department of Pediatrics’ fair market value assessment using the Medical Group Management Association (“MGMA”) published rate for a neonatologist of \$346,322 (median) and \$419,178 (75th tile).”

5. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until July 31, 2026 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

6. Exhibit 1.1a, HRIF Services, as attached to this Amendment 4, is added to the Agreement and incorporated herein.
7. Exhibit 1.1b, HRIF Clinical Services Timesheet, as attached to this Amendment 4, is added to the Agreement and incorporated herein.
8. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Fourth Amendment and shall continue in full force and effect.
9. This Fourth Amendment shall be effective as of August 1, 2025.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Fourth 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, Department of Pediatrics (“UCSF”)

NATIVIDAD MEDICAL CENTER (“Hospital”)

DocuSigned by:
Neal Cohen
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Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 6/6/2025

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
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Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

DocuSigned by:
Charles Harris
4E1F8E17204448...
Name: Charles Harris

Title: CEO

Date: 7/10/2025 | 3:59 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECC1E99F44A8...
Name: Stacy Saetta

Title: Chief Deputy County Counsel

Date: 6/9/2025 | 5:31 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Name: Patricia Ruiz

Title: Auditor Controller Analyst I

Date: 6/10/2025 | 1:59 PM PDT

EXHIBIT 1.1a

HRIF Clinical Services

UCSF, within the context of California's California Children's Services (CCS) program, will provide a UCSF Physician who leads and oversees the High Risk Infant Follow-up (HRIF) program, ensuring the coordinated follow-up and care of high-risk infants after their discharge from a CCS-approved Neonatal Intensive Care Unit (NICU). The responsibilities of the UCSF Physician providing HRIF clinical services include ensuring compliance with CCS standards, providing medical leadership and support to the HRIF team, and collaborating with other healthcare providers and agencies to ensure comprehensive care for these infants.

The UCSF Physician providing HRIF clinical services: Allison Falck, MD

Responsibilities of Natividad Medical Center HRIF clinical services:

§ **Clinical Leadership and Support:**

- Providing guidance and expertise to the HRIF team
- Patient care- 4 clinics/month x 8 hours/day
- Clinic visit: to include comprehensive history and physical and a developmental assessment at each clinic visit
- **Program Oversight:**
- Ensuring the HRIF program functions according to CCS standards and regulations, including eligibility criteria, service provision, and documentation.

§ **Coordination of Care:**

- Facilitating communication and collaboration between the HRIF team, the child's primary care physician, specialists, and other relevant agencies
- Communication and oversight by County CCS Program or State SCD Office.

§ **Referral and Referral Management:**

- Ensuring proper referrals are made for eligible infants, including referral and service authorization request submissions.

§ **Family Engagement:**

- Collaborating with families to ensure they understand their child's health status, available services, and how to access them.

§ **Quality Improvement:**

- Participating in quality improvement initiatives to enhance the HRIF program and improve patient outcomes.

§ **Policy and Procedure Development:**

- Contributing to the development and implementation of HRIF program policies and procedures.

§ **Data Collection and Reporting:**

- Ensuring accurate data collection and reporting related to HRIF services and outcomes.

