

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

This Third Amendment to Medical Director and Professional Services Agreement (“Third 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, aa First Amendment with an effective date of April 1, 2023 and a Second Amendment with an effective date of April 1, 2024 (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.

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

1. 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 sum of One Million Nine Hundred Sixty-Eight Thousand Dollars (\$1,968,000).”

2. 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) 2.0 FTE of Pediatric Neonatology 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 \$468,000 per year. 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 \$338,686 (median) and \$410,162 (75th tile).”

3. 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 March 31, 2026 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Third Amendment and shall continue in full force and effect.
5. This Third Amendment shall be effective as of April 1, 2025.

[SIGNATURE PAGE FOLLOWS]

[SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Third 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”)

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Name:
Title:

Date: _____

Date: _____

READ AND ACKNOWLEDGED:

APPROVED AS TO LEGAL PROVISIONS:

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

Name:
Title:

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

Name:
Title:

Date: _____