

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

This Fifth Amendment to Medical Director and Professional Services Agreement (“Fifth 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; a Third Amendment with an effective date of April 1, 2025; and a Fourth Amendment effective August 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 modify the billing arrangements for clinical services provided by UCSF for Hospital’s High Risk Infant Follow-up program.

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

1. Section 4.1 is hereby amended and restated to read in its entirety as follows:

“4.1.1 NICU Services.

- (a) Professional Services Fee Schedule. UCSF shall have sole discretion in establishing its professional fees for Professional Services provided in the NICU (“NICU Services”) pursuant to this Agreement; provided, however, that all professional fees shall be competitive with customary local fees for comparable services.
- (b) UCSF Billing. UCSF shall be solely responsible for billing and collecting for NICU Services provided by UCSF Physicians pursuant to this Agreement. UCSF is enrolled with Centers for Medicare and Medicaid Services (CMS), and other federal and state health care programs for reimbursement for services provided to federal and state healthcare beneficiaries.
- (c) Billing Compliance. UCSF shall use its best efforts to comply with all applicable laws, including those of the federal health care programs, customary professional practice, and other third-party payor programs, whether public or private, in connection with billing and coding for NICU Services provided pursuant to this Agreement. UCSF and Hospital shall cooperate in good faith to resolve any billing issues that arise under the Agreement. UCSF shall bill patients and/or appropriate third-party payors in a timely manner.

- (d) Patient Information. Hospital shall take all necessary and reasonable steps to provide sufficient patient information and obtain and provide any required insurance authorization to UCSF for services provided to facilitate UCSF's billing and collecting for NICU Services provided pursuant to this Agreement. Hospital shall provide to UCSF appropriate demographics for billing as well as insurance authorization information including outpatient registration and inpatient registration, including each admission face sheet.
- (e) Separate Billing. Each party shall separately bill all patients for its respective fees and charges, and neither UCSF nor Hospital shall bill for, or have any claim or interest in or to the amounts billed or collected by the other party. UCSF shall cooperate and shall ensure that UCSF Physicians cooperate with Hospital in completing such claim forms for Hospital patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third-party payors.
- (f) Debt Collection Practices. UCSF shall comply and shall use its best efforts to ensure that any collection agency engaged by UCSF, in relation to the NICU Services hereunder, complies with the UCSF's charity care policy.

4.1.2 HRIF Clinic Services. Hospital shall be solely responsible for billing and collecting for Professional Services rendered in the HRIF Clinic by UCSF Physicians pursuant to this Agreement (“HRIF Clinical Services”).”

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 4.3.6 is hereby amended and restated to read in its entirety as follows:

“4.3.6 Fee for HRIF Clinical Services. Hospital shall pay UCSF at a rate of \$213.62 per hour for the HRIF Clinical Services rendered by UCSF Physicians under this Agreement.”

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

[Signature page to follow]

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Fifth 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:
Patrick Ha
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Patrick Ha, MD
Vice Dean, Clinical Affairs and Partnerships
UCSF School of Medicine

Date: 7/23/2025

READ AND ACKNOWLEDGED:

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

DocuSigned by:
Andrea J. Rosenberg, Assistant Administrator, Operations
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Name: Andrea J. Rosenberg, Assistant Administrator, Operations & S
Title: Assistant Administrator

Date: 7/24/2025 | 1:47 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
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Name: Stacy Saetta
Title: Chief Deputy County Counsel

Date: 7/23/2025 | 1:22 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
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Name: Patricia Ruiz
Title: Auditor Controller Analyst I

Date: 7/23/2025 | 1:34 PM PDT