

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2022, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and JOEL WEINSTEIN, M.D., an individual (“**Contractor**”) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the “**Clinic**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of July 1, 2020 (the “**Agreement**”) pursuant to which Contractor provides Specialty services to Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by an additional twenty-four (24) months and add Five Hundred Thousand Dollars (\$500,000) to the aggregate amount payable to Contractor.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Section 2.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**2.1 Compensation**. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the aggregate amount of One Million Three Hundred Thousand Dollars (\$1,300,000).”

3. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“5.1 Term. This Agreement shall become effective on July 1, 2020 (the “**Effective Date**”), and shall continue until June 30, 2024 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

4. **Exhibit 2.1.** Exhibit 2.1 to the Agreement shall be deleted and replaced in its entirety and attached hereto as **Exhibit 2.1.**

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

JOEL WEINSTEIN M.D., an individual

DocuSigned by:
Dr. Weinstein
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Date: 5/20/2022 | 6:51 AM PDT, 2022

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 2022

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
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Stacy Saetta, Deputy County Counsel

Date: 6/8/2022 | 4:42 PM PDT, 2022

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Gary Giboney
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Deputy Auditor/Controller

Date: 6/8/2022 | 4:43 PM PDT, 2022

Exhibit 2.1

COMPENSATION

1. **Coverage Services.**

(a) Hospital shall pay to Contractor an amount equal to: a) One Thousand Six Hundred Dollars (\$1,600) per twenty-four (24) hour Coverage Shift of Coverage Services for the ED and Hospital inpatient units. For purposes of this Agreement, a “**Coverage Shift**” shall mean twenty-four (24) hours, four (4) of which are on a restricted basis, where Contractor must be physically present and available to provide Professional Services to Patients or (b) Nine Hundred Dollars (\$900) per twenty (20) hour shift of Coverage Services provided in the ED on an unrestricted basis pursuant to this Agreement. Contractor shall provide a minimum of five (5) Coverage Shifts per month for the term of the Agreement, unless otherwise agreed upon by both Parties.

(b) Hospital shall pay to Contractor an amount equal to Seven Hundred Dollars (\$700) per Half-Day Clinic for Coverage Services provided by Contractor in the Clinic where Contractor is physically present and available to provide Professional Services to Clinic Patients. For purposes of this Agreement, a “**Half-Day Clinic**” shall mean a minimum of four (4) hours per day in the Clinic providing Clinic Services. Contractor shall provide a minimum of one (1) Half-Day Clinic per week for the term of the Agreement.

(c) At the end of each twelve (12) month period during the term of this Agreement (“**Contract Year**”), Hospital shall examine and audit Contractor’s Collections (as defined in **Exhibit 2.2**). The Parties agree that they shall amend this Agreement if deemed necessary by Hospital to ensure that aggregate amount of compensation payable to Contractor under this Agreement does not exceed the fair market value of the Services rendered by Contractor under this Agreement. If the Parties, acting in good faith, are unable to make such amendments, this Agreement shall terminate ten (10) calendar days after one Party provides written notice to the other Party of such termination.

2. **Timing.** Hospital shall pay the compensation due for Coverage Services performed by Contractor after Contractor’s submission of the monthly invoice of preceding month’s activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is “30 days after receipt of the certified invoice in the Auditor-Controller’s Office”.

3. **Travel Reimbursement.** Hospital shall reimburse Contractor for mileage associated with Services provided under this Agreement at a rate not to exceed the current IRS approved rate.