

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the “**Amendment**”) is made and entered into as of April 1, 2022 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and KYLE A. GRAHAM, 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 Services Agreement dated effective as of April 1, 2020 (the “**Agreement**”), pursuant to which Contractor provides the Specialty services to Patients.

C. Hospital and Contractor desire to increase the aggregate amount payable to Contractor by One Hundred Thousand Dollars (\$100,000), to extend the term of the Agreement for an additional twenty-four (24) months, and modify the compensation rates in Exhibit 2.1 of the Agreement, as set forth below.

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 2.1 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 Two Hundred Thousand Dollars (\$200,000).”

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 April 1, 2020 (the “**Effective Date**”), and shall continue until March 31, 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.

3. **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.

4. **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.

5. **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

KYLE GRAHAM, M.D. an individual

DocuSigned by:
Kyle Graham
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3/4/2022 | 10:28 AM PST
Date: _____

NATIVIDAD

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Stacy Saetta
COECE1B99F444A9
Stacy Saetta, Deputy County Counsel

3/4/2022 | 10:28 AM PST
Date: _____

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Fifty Dollars (\$150) per hour for those Professional Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Forty-Four Dollars and Eighty-Five Cents (\$44.85) per day worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor.

3. **Timing.** Hospital shall pay the compensation due for 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".