

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of August 26, 2022 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and NATHANIEL UCHTMANN, 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 under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2019, and as amended effective July 1, 2021 and April 1, 2022 (collectively, the “**Agreement**”) pursuant to which Contractor provides Specialty services to Patients.
- C. Hospital and Contractor desire to amend the Agreement to add hospitalist services to be included in the provision of Professional Services, extend the term by twelve (12) months, and add Two Hundred Thousand Dollars (\$200,000) 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. **Recital A**. Recital A to the Agreement is hereby amended and restated to read in its entirety as follows:

“A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California, in which it operates a hospitalist program (the “**Program**”) under its acute care license.”
3. **Section 1.1**. Section 1.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**1.1 Professional Services**. Contractor shall provide the professional services set forth in **Exhibit 1.1** (the “**Professional Services**”) to Patients, upon the terms and the conditions set forth in this Agreement.”

4. **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 sum of Three Hundred Thousand Dollars (\$300,000).”

5. **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, 2019 (the **“Effective Date”**) and shall continue until June 30, 2024 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

6. **Exhibit 1.1.** Exhibit 1.1 to the Agreement is hereby added and attached hereto as **Exhibit 1.1.**

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

8. **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.

9. **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.

10. **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

NATHANIEL UCHTMANN, M.D. an individual

DocuSigned by:

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Date: 7/22/2022 | 4:14 PM CDT

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:

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Stacy Saetta, Deputy County Counsel

Date: 8/15/2022 | 2:50 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

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Deputy Auditor/Controller

Date: 8/15/2022 | 3:03 PM PDT

Exhibit 1.1

PROFESSIONAL SERVICES

Contractor shall:

1. Provide consultation on patients in the Department, Program, and patients who are admitted to other service lines as requested by physicians and other members of the Medical Staff;
2. Attend Code Blue and Rapid Responses as per current Hospital policies;
3. Manage the care of patients hospitalized with complex acute health problems and facilitate the continuum of care for Patients from admission through discharge, including facilitating the Patient's transfer of care back to the primary care provider;
4. Serve as the primary attending physician of record, including without limitation, writing admission orders, progress notes and discharge summaries; performing history and physicals, consultations, diagnostic and therapeutic procedures; ordering and interpreting diagnostic tests; and creating and recommending treatment plans;
5. Provide medical care and treatment in the Specialty to Patients as needed, in compliance with all applicable rules, regulations and Program guidelines;
6. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered;
7. Utilize interpersonal and communication skills to effectively exchange information with patients, families, colleagues, nursing and other health care professionals;
8. Provide supervision and guidance to those working in the Department, ICUs, the Hospital's inpatient units, and the Program;
9. Participate in the monitoring and evaluation process of the Department's and Program's Quality Assessment and Improvement Plan;
10. Perform routine administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports;
11. Participate in staff meetings;
12. Perform functions assigned by the Department's Medical Director, including patient care reviews and evaluation of patient care practice;
13. Utilize Hospital's telecommunication system; and
14. Arrange for treatment for Patients requiring professional services outside of the Specialty.

Exhibit 2.1

COMPENSATION

1. **Pediatric Hospitalist Services.** Hospital shall pay to Contractor the amount of One Hundred Five Dollars (\$105) per hour for those Professional Services rendered to pediatric Patients by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Internal Medicine Hospitalist Services.** Hospital shall pay to Contractor the amount of One Hundred Seventy Dollars (\$170) per hour for those Professional Services rendered non-pediatric Patients by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

3. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per Shift worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. This rate represents the then-current rate and is subject to change. For purposes of this Agreement, a "**Shift**" shall mean twenty-four (24) hours a day.

4. **Timing.** Hospital shall pay the compensation due for Professional 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 Professional Services were performed, Hospital shall not be obligated to pay Contractor for Professional 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".