

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC., a California professional corporation (“**Contractor**”) with respect to the following shall be in effect from the date signed by all parties, (the “**Effective Date**”):

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 November 1, 2020, as amended January 1, 2022 and January 1, 2023 (collectively the “**Agreement**”) pursuant to which Contractor provides Specialty services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to modify the compensation rates in Exhibit 2.1 and extend the term by six (6) months.

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 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 November 1, 2020 (the “**Effective Date**”) and shall continue until June 30, 2024 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”
3. **Exhibit 2.1**. Exhibit 2.1 to the Agreement shall be deleted and replaced in its entirety and attached hereto as **Exhibit 2.1**.
4. **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.
5. **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.

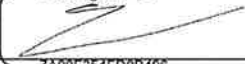
6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]


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

CONTRACTOR

VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC., a California professional corporation

DocuSigned by:
By: 
7A09F354FD08498
Its President/CEO

Date: 7/31/2023 | 3:51 PM PDT

DocuSigned by:
By: 
7A09F354FD08498
Its President/CEO

Date: 7/31/2023 | 3:51 PM PDT

NATIVIDAD MEDICAL CENTER


Deputy Purchasing Agent

Date: 8-1-2023

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:

09EE1B90F444A9
Stacy Saetta, Deputy County Counsel

Date: 7/31/2023 | 4:16 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

E79EE6AE57454E6
Deputy Auditor/Controller

Date: 8/1/2023 | 9:07 AM PDT

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Thirty-Five Dollars (\$135) per hour for those Professional Services rendered by Contractor to Patients while physically present at Hospital or Clinic; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **H&P Exams.** Hospital shall pay Contractor One Hundred Three Dollars (\$103) per H&P Exam that is performed as needed in the inpatient Mental Health Unit by a PA, not to exceed an amount equal to Eighty-Three Thousand Seven Hundred Twenty Dollars (\$83,720) per Contract Year. For purposes of this Agreement, “**Contract Year**” shall mean each consecutive twelve (12) month period beginning on the Effective Date during the term of this Agreement.

3. **Physician Assistant Services.** Effective July 1, 2023, Hospital shall pay to Contractor an amount equal to Eight Thousand Four Hundred Dollars (\$8,400) per month for Physician Assistant Services provided in the Juvenile Hall under this Agreement, not to exceed an amount equal to One Hundred Thousand Eight Hundred Dollars (\$100,800) for the period July 1, 2023 to June 30, 2024.

4. **Supervision and Administrative Services.**

(a) Hospital shall pay Contractor One Thousand Dollars (\$1,000) per month for Supervision Services provided by Group Physicians under this Agreement,

(b) Hospital shall pay Contractor Two Hundred Fifty Dollars (\$250) per month for Administrative Services provided for Juvenile Hall, not to exceed Three Thousand Dollars (\$3,000) per Contract Year. In the event that Contractor provides less than thirty (30) hours of Administrative Services per Contract Year, Hospital shall deduct One Hundred Dollars (\$100) per hour for each hour of Administrative Service not provided by Contractor during such Contract Year.

5. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in Article III of the Agreement, Hospital will deduct the then-current monthly premium as set forth in this **Exhibit 2.1**, adjusted by actual number of FTEs worked, from the monthly invoice to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. By way of example, Physician Group 4A monthly Beta premium (\$666) x FTE (.8) = \$532.80 deduction per month. This amount reflects the then-current rate, rates are subject to change.

BETA Premiums

Physician Group 4A Family Medicine w/OB \$666.00 per month
Physician Group 6 Family Medicine w/o OB \$854.91 per month
Physician Assistant \$113.85 per month

6. **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".