

**FIFTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT**

THIS FIFTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of August 1, 2024, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and ADVANCED GASTROENTEROLOGY OF MONTEREY COUNTY MEDICAL CORPORATION, a California professional corporation (“**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 August 1, 2019, and as amended effective August 1, 2020, August 1, 2021, August 1, 2022, and August 1, 2023 (collectively, the “**Agreement**”), pursuant to which Contractor provides Specialty professional services, coverage services, teaching services and additional services to Patients of Hospital and Clinics.

C. Hospital and Contractor desire to amend the Agreement to extend the term by fourteen (14) months and add Seven Hundred Fifty Thousand Dollars (\$750,000) 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 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 Four Million Dollars (\$4,000,000). The Hospital’s maximum obligation under this Agreement shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) per contract year.”

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 August 1, 2019 (the **“Effective Date”**), and shall continue until September 30 , 2025 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

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**

ADVANCED GASTROENTEROLOGY OF  
MONTEREY COUNTY MEDICAL  
CORPORATION, a California professional  
corporation

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: 6/24/2024

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS:**

\_\_\_\_\_  
Deputy Auditor/Controller

Date: \_\_\_\_\_