

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 MONTEREY BAY GI CONSULTANTS MEDICAL GROUP, INC. (“**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 and Call Coverage Services Agreement dated effective as of July 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 Four Hundred Thousand Dollars (\$400,000) and to extend the term of the Agreement for an additional twenty-four (24) months, 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 Eight Hundred Thousand Dollars (\$800,000).”

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. **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

MONTEREY BAY GI CONSULTANTS
MEDICAL GROUP, INC., a California
professional corporation

DocuSigned by:
Dr. Uba
981D0040A32541A...

3/8/2022 | 3:52 PM PST
Date: _____, 2022

By: _____
Its _____

Date: _____, 2022

By: _____
Its _____

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 2022

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

3/8/2022 | 4:22 PM PST
Date: _____, 2022

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Joey Nolasco
F60C442ED05B437...
Deputy Auditor/Controller

3/9/2022 | 9:12 AM PST
Date: _____, 2022