

**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, 2021, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Monterey County Eye Associates A Medical Office, Inc., a California corporation (“**Contractor**”) with respect to the following:

**RECITALS**

- A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center 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 June 1, 2019 (the “**Agreement**”) pursuant to which Contractor provides ophthalmology services (the “**Specialty**”).
- C. Hospital and Contractor desire to amend the Agreement to extend the term by thirty-six (36) months and add Eight Hundred Two Thousand Two Hundred Seventy-Four Dollars (\$802,274) to the aggregate amount payable.

**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. **Exhibit 1.1(a).** Exhibit 1.1(a) to the Agreement is hereby deleted and removed in its entirety.
- 3. **Section 2.1.** Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“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 One Million Three Hundred Six Thousand Two Hundred Seventy-Four Dollars (\$1,306,274).”

- 4. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety and attached hereto as Exhibit 2.1.
- 5. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“Term.** This Agreement shall become effective on June 1, 2019 (the **“Effective Date”**), and shall continue until June 30, 2024 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

6. **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.

7. **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.

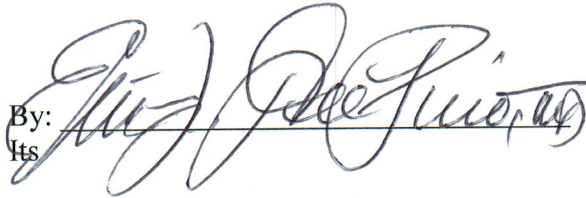
8. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

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

**CONTRACTOR**

MONTEREY COUNTY EYE ASSOCIATES  
A MEDICAL OFFICE, INC., a California  
corporation

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

Date: 5/14/2021

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

**NATIVIDAD MEDICAL CENTER**

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

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

APPROVED AS TO LEGAL PROVISIONS:

  
Stacy Saetta, Deputy County Counsel

Date: 5/10/2021

APPROVED AS TO FISCAL PROVISIONS:

  
Deputy Auditor/Controller

Date: 5/20/2021

## Exhibit 2.1

### COMPENSATION

#### 1. Coverage Stipend.

a) For the period July 1, 2021 to June 30, 2022. Hospital shall pay to Contractor an amount equal to Twenty One Thousand Six Hundred Thirty Dollars (\$21,630) per month for Coverage Services provided pursuant to this Agreement (the “**Stipend Compensation**”).

b) For the period July 1, 2022 to June 30, 2023. Hospital shall pay to Contractor an amount equal to Twenty Two Thousand Two Hundred Seventy Nine Dollars (\$22,279) per month for Coverage Services provided pursuant to this Agreement (the “**Stipend Compensation**”).

c) For the period July 1, 2023 to June 30, 2024. Hospital shall pay to Contractor an amount equal to Twenty Two Thousand Nine Hundred Forty-Seven Dollars (\$22,947) per month for Coverage Services provided pursuant to this Agreement (the “**Stipend Compensation**”).

2. Timing. Hospital shall pay the compensation due for Coverage 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 Coverage Services were performed, Hospital shall not be obligated to pay Contractor for Coverage 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”.