

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 December 1, 2021 (“**Amendment Effective Date**”), by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and CENTRAL VALLEY IMAGING MEDICAL ASSOCIATES, INC., a California professional corporation, D.B.A. RADIOLOGY DIAGNOSTIC SERVICES, INC. (“**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 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 November 16, 2020 (the “**Agreement**”) pursuant to which Contractor provides Specialty services.

C. Hospital and Contractor desire to amend the Agreement to modify the time commitment for Director Services, modify the billing and collection arrangements in Section 2.2, extend the term by twelve (12) months and add an additional Three Million Five Hundred Eighty Thousand Dollars (\$3,580,000) 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 1.1 (d)**. Section 1.1 (d) to the Agreement is hereby amended and restated to read in its entirety as follows:

“(d) Contractor shall provide to Hospital those medical director services set forth on **Exhibit 1.1 (d)** (the “**Director Services**”), upon the terms and subject to the conditions set forth in this Agreement. Contractor shall ensure that all Director Services are performed when and as needed and only upon the request of Hospital, an average of twenty (20) hours per month, but shall also perform any Director Services when and as requested by Hospital from time to time.”

3. **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 Five Million Four Hundred Eighty Thousand Dollars (\$5,480,000).”

4. **Section 2.2.** Section 2.2 to the Agreement is hereby amended and restated to read in its entirety as follows:

“2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor or any Group Physician under this Agreement (the “NMC Services”). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor or any Group Physician for NMC Services rendered by Contractor or any Group Physician pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor or any Group Physician pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties’ respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services."

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 November 16, 2020 (the "**Effective Date**"), and shall continue until November 30, 2022 (the "**Expiration Date**"), subject to the termination provisions of this Agreement."

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

7. **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.

8. **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.

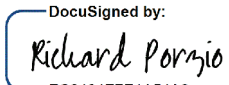
9. **Reference.** After the Amendment Effective Date, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment effective as of the Amendment Effective Date.

CONTRACTOR

CENTRAL VALLEY IMAGING MEDICAL ASSOCIATES, INC., a California professional corporation, D.B.A. RADIOLOGY DIAGNOSTIC SERVICES, INC.

By: 
Its President

Date: 10/6/2021

By: _____
Its _____

Date: _____

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:


Stacy Saetta, Deputy County Counsel

Date: 10/07/2021

APPROVED AS TO FISCAL PROVISIONS:


Deputy Auditor/Controller

Date: 10-8-2021

Exhibit 2.1

COMPENSATION

1. **Final Reconciliation.** For Services provided under this Agreement prior to the Amendment Effective Date, the Parties shall conduct a final reconciliation for a period not to exceed six (6) months following the Amendment Effective Date. This reconciliation shall include Group Collections from Professional Services provided under this Agreement for the intervening six (6) months following the Amendment Effective Date.

2. **Compensation.** Commencing on the Amendment Effective Date, Hospital shall pay to Contractor the amount of Three Million Five Hundred Eighty Thousand Dollars (\$3,580,000) annually (the “**Compensation**”) for Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. The Compensation will be paid to Contractor on a monthly basis in the amount of Two Hundred Ninety-Eight Thousand Three Hundred Thirty-Three Dollars (\$298,333) per month.

3. **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”.