

THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the "Amendment") is made and entered into as of July 1, 2018, by and between COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("Hospital"), and SALINAS VALLEY RADIOLOGISTS, INC., A MEDICAL GROUP, 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 under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of May 1, 2013, as amended effective October 1, 2014 and July 1, 2016 (collectively, the "Agreement") pursuant to which Contractor provides certain professional, administrative and coverage services.
- C. Hospital and Contractor desire to amend the Agreement to extend the term by twelve (12) months, increase the aggregate amount payable to Contractor by seven hundred fifty thousand four hundred dollars (\$750,400).

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 sum of Three Million Nine Hundred Seventeen Thousand Four Hundred Dollars (\$3,917,400)".

3. **Section 5.1.** Section 5.1 to the Agreement is hereby amended to read in its entirety as follows:

5.1 Term. This Agreement shall become effective on May 1, 2013 (the "Effective Date"), and shall continue until the earlier of (a) the effective date of a Fourth Amendment to the Professional and Call Coverage Services Agreement, or (b) June 30, 2019 (the "Expiration Date"), subject to the termination provisions of this Agreement."

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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.

