

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of January 1, 2022, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and (“**Contractor**”) with respect to the following: VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC., a California professional corporation

### 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 Services Agreement dated effective as of November 1, 2020 (the “**Agreement**”) pursuant to which Contractor provides Specialty services to Hospital Patients.
- C. Hospital and Contractor desire to amend the Agreement to extend the term by twelve (12) months and add Two Hundred Thousand Dollars (\$200,000) 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) is hereby added to the Agreement to read in its entirety as follows:

“(d) With respect to H&P Exams, Contractor shall provide a Group Physician to provide supervision of PA providing the H&P Exams (the “**H&P Supervision Services**”) in accordance with all applicable Laws and all applicable bylaws, rules and regulations of the Hospital’s Medical Staff. Such services shall not to exceed four (4) hours per month.”
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 sum of Seven Hundred Thousand Dollars (\$700,000).”

4. **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 1, 2020 (the **“Effective Date”**), and shall continue until December 31, 2022 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

5. **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.

6. **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.


7. **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**

VENTANA FACULTY MEDICAL  
ASSOCIATES OF MONTEREY COUNTY,  
INC., a California professional corporation

By:   
Its Wendell Harry, MD, President/CEO

Date: 11/19/21

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

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

**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: \_\_\_\_\_