

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, 2017, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and CENTRAL COAST NEPHROLOGY, MEDICAL CORPORATION, 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 and various outpatient clinics (collectively, the “**Clinics**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of September 1, 2011, as amended effective September 1, 2013, and July 1, 2015 (collectively, the “**Agreement**”) pursuant to which Contractor provides professional services in the Specialty to both Clinic Patients and Non-Clinic Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term an additional thirty-six (36) months, to increase the compensation rates for the Services and to add Six Hundred and One Thousand Dollars (\$601,000) to the aggregate amount payable for Services provided during the extended term.

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 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 One Million Five Hundred Fifty-One Thousand Dollars (\$1,551,000) during the term of this Agreement.”

3. **Exhibit 2.1.** **Exhibit 2.1** to the Agreement is hereby replaced in its entirety and incorporation by this reference with the attached **Exhibit 2.1**.

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 September 1, 2011 (the **“Effective Date”**), and shall continue until June 30, 2020 (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]

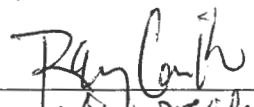
IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

CENTRAL COAST NEPHROLOGY,
MEDICAL CORPORATION, a California
professional corporation

By:  Linda River, MD
Its president

Date: 5/11, 2017

By:  Ray Conth
Its Vice-president

Date: 5/17, 2017

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

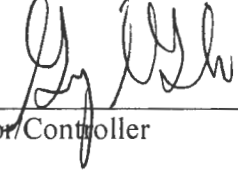
Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:


Stacy Saetta, Deputy County Counsel

Date: 5/23, 2017

APPROVED AS TO FISCAL PROVISIONS:


Deputy Auditor/Controller

Date: 524, 2017

Exhibit 2.1

COMPENSATION

1. During the period July 1, 2017 to June 30, 2018:

(a) **Professional Services.** Hospital shall pay to Contractor the amount of Eight Hundred Eighty Dollars (\$880) per four (4) hour period (each, a “**Half-Day Clinic**”) for Professional Services provided to Clinic Patients (“**Clinic Services**”); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. Contractor shall provide Clinic Services a minimum of four (4) Half-Day Clinics per month during the term of this Agreement.

(b) **Coverage Stipend.** Hospital shall pay to Contractor an amount equal to Two Hundred Dollars (\$200) per twenty-four (24) hour period for Coverage Services provided pursuant to this Agreement.

(c) **Administrative Services.** Hospital shall pay to Contractor an amount equal to One Hundred Ninety-Five Dollars (\$195) per hour for Administrative Services rendered by Contractor under this Agreement, not to exceed an amount equal to Three Hundred Ninety Dollars (\$390) per week.

2. During the period July 1, 2018 to June 30, 2019:

(a) **Professional Services.** Hospital shall pay to Contractor the amount of Nine Hundred Eighty Dollars (\$900) per Half-Day Clinic for Clinic Services; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. Contractor shall provide Clinic Services a minimum of four (4) Half-Day Clinics per month during the term of this Agreement.

(b) **Coverage Stipend.** Hospital shall pay to Contractor an amount equal to Two Hundred Fifty Dollars (\$250) per twenty-four (24) hour period for Coverage Services provided pursuant to this Agreement.

(c) **Administrative Services.** Hospital shall pay to Contractor an amount equal to Two Hundred Fifteen Dollars (\$215) per hour for Administrative Services rendered by Contractor under this Agreement, not to exceed an amount equal to Four Hundred Thirty Dollars (\$430) per week.

3. During the period July 1, 2019 to June 30, 2020:

(a) **Professional Services.** Hospital shall pay to Contractor the amount of Nine Hundred Dollars (\$900) per Half-Day Clinic for Clinic Services; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. Contractor shall provide Clinic Services a minimum of four (4) Half-Day Clinics per month during the term of this Agreement.

(b) **Coverage Stipend.** Hospital shall pay to Contractor an amount equal to Two Hundred Fifty Dollars (\$250) per twenty-four (24) hour period for Coverage Services provided pursuant to this Agreement.

(c) **Administrative Services.** Hospital shall pay to Contractor an amount equal to Two Hundred Twenty-Five Dollars (\$225) per hour for Administrative Services rendered by Contractor under this Agreement, not to exceed an amount equal to Four Hundred Fifty Dollars (\$450) per week.

4. **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".