

FOURTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2025, 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 professional 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, as amended effective July 1, 2021, and July 1, 2024 (collectively, 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 twenty-four (24) months, add Six Hundred Seven Thousand One Hundred Seventy-Six Dollars (\$607,176) 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 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 Two Million Two Hundred Thirty-Two Thousand Five Hundred Eighty-Two Dollars (\$2,232,582).”

3. **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, 2027 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

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. **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

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

Signed by:
By: Eric Del Piero, MD Date: 4/29/2025 | 7:50 AM PDT
Its President

By: _____
Its _____

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
By: Stacy Saelta Date: 5/1/2025 | 7:31 AM PDT
Stacy Saelta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
By: Patricia Ruiz Date: 5/1/2025 | 7:24 AM PDT
Deputy Auditor/Controller

Exhibit 2.1

COMPENSATION

1. **Coverage Stipend.** Hospital shall pay to Contractor an amount equal to Twenty-Five Thousand Two Hundred Ninety-Nine Dollars (\$25,299) per month (the “**Coverage Stipend Compensation**”) for the Coverage Services provided under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

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”.