

**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 5/12/17, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and STEPHEN J. BRABECK M.D., an individual (“**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 and various outpatient clinics (collectively, the “Clinics”).

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of September 1, 2015 (the “**Agreement**”) pursuant to which Contractor provides professional consultation and treatment in the Specialty to Patients.

C. Hospital and Contractor desire to amend the Agreement to add \$40,000 to the aggregate amount payable for an additional nineteen days of professional services under the Agreement

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 Four Hundred Forty Thousand Dollars (\$440,000).”

3. **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 August 1, 2015 (the “**Effective Date**”), and shall continue until June 30, 2018 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

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.

[signature page follows]

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

CONTRACTOR

STEPHEN J. BRABECK M.D.,
an individual

Date: 5/5, 2017



NATIVIDAD MEDICAL CENTER

By: 
Contracts/Purchasing Agent

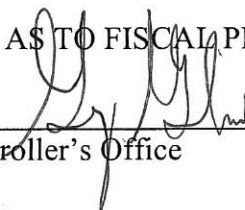
Date: 5/2, 2017

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel


Stacy Saetta, Deputy County Counsel

Date: 5/10, 2017

APPROVED AS TO FISCAL PROVISIONS:


Auditor-Controller's Office

Date: 5-11, 2017