

**RENEWAL AND SECOND AMENDMENT TO PROFESSIONAL AND CALL
COVERAGE SERVICES AGREEMENT**

THIS RENEWAL AND SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made by and between the COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, a local health care district organized and operating pursuant to Division 23 of California Health and Safety Code Section 1206 (b) clinic (“**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 “**Clinic**”) under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated July 1, 2019 and amended effective July 1, 2021 (the “**Agreement**”) pursuant to which Contractor provides hematology oncology services.
- C. The Agreement expired by its terms on June 30, 2023; and
- D. Hospital and Contractor desire to renew and amend the Agreement on the same or similar terms, to extend the term by twenty-four months to allow for services to continue with no changes to the scope of services and add Three Hundred Sixty Thousand Dollars (\$360,000) to the aggregate amount payable.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as of July 1, 2023 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
- 2. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 3. **Section 2.1.** Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**Section 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 Eighty Thousand Dollars (\$1,080,000).

4. **Section 5.1.** Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“5.1 Term. This Agreement shall become effective on July 1, 2019 (the **“Effective Date”**), and shall continue until June 30, 2025 (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

SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM, a local health care
district organized and operating pursuant to
Division 23 of California Health and Safety
Code Section 1206 (b) clinic

Date: 07/10/2023

By: *Allen Radner*
Allen Radner (Jul 10, 2023 08:21 PDT)
Its CMO

By: *Pete Delgado*
Pete Delgado (Jul 10, 2023 15:29 PDT)
Its Pres/CEO

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: _____