

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of October 1, 2024, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, 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 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, as amended January 1, 2022, January 1, 2023, August 1, 2023 and July 1, 2024 (collectively, 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 an additional twelve months, add \$300,000 to the aggregate not to exceed amount and modify the Professional Services in Section 1.1 and the Compensation in Exhibit 2.1.

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**. Section 1.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**1.1 Professional Services**. Contractor shall provide the professional services in the Specialty (the “Professional Services”) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

(a) With respect to Family Medicine Residency Program, Contractor shall provide Professional Services as scheduled by the Family Medicine Program Director in the Hospital’s Labor and Delivery Unit (the “L&D Services”).

(b) With respect to the Natividad Immunology Division Outpatient Clinic, Contractor shall provide Professional Services as scheduled by Clinic, initially one (1) Half Days per week (the “NIDO Clinic Services”). For purposes of this Agreement, a “Half Day” shall mean a minimum of four (4) hours.

(c) With respect to the Respite Center, Contractor shall ensure a Group Physician is available for the medical care and medical direction of the Respite Center, (the “Respite Center Services”). Such services shall be performed remotely and in accordance with a schedule mutually agreed to by the Parties.”

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 One Million Five Hundred Thousand Dollars (\$1,500,000).”

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 January 1, 2021 (the “Effective Date”), and shall continue until June 30, 2026 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

5. **Exhibit 2.1.** Exhibit 2.1 is hereby deleted and replaced in its entirety and incorporated by reference as attached **Exhibit 2.1.**

6. **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.

7. **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.

8. **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

Signed by:
By: Wendell Harry
7A09F354FD0B496...
Its President/CEO

Date: 9/9/2024 | 10:37 AM PDT

By: _____
Its _____

Date: _____

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
By: Stacy Saetta
696D24D44C4341D...
Stacy Saetta, Deputy County Counsel

Date: 9/9/2024 | 12:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Deputy Auditor/Controller

Date: 9/9/2024 | 1:44 PM PDT

Exhibit 2.1

COMPENSATION

1. **L&D Services.** Hospital shall pay to Contractor an amount of One Hundred Forty Dollars (\$140) per hour for those Professional Services rendered by Contractor to Patients while physically present at Hospital or Clinic; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.
2. **NIDO Services.** Hospital shall pay to Contractor an amount of One Hundred Forty Dollars (\$140) per hour for those NIDO Services rendered by Contractor to Patients while physically present at Hospital or Clinic; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.
3. **Respite Center Services.** Hospital shall pay Contractor an amount equal to Six Hundred Dollars (\$600) per week for those Respite Center Services provided by Physicians under this Agreement and One Hundred Fifty Dollars (\$150) per hour for each hour over four (4) hours per week.
4. **H&P Exams.** Hospital shall pay Contractor One Hundred Ten Dollars (\$110) per H&P Exam that is performed as needed in the inpatient Mental Health Unit by a PA, not to exceed an amount equal to Eighty-Nine Thousand Four Hundred Ten Dollars (\$89,410) per Contract Year. For purposes of this Agreement, “**Contract Year**” shall mean each consecutive twelve (12) month period beginning on the Effective Date during the term of this Agreement.
5. **H&P Supervision Services.** Hospital shall pay Contractor One Hundred Forty Dollars per hour for H&P Supervision Services rendered according to the terms and conditions of this Agreement.
6. **Physician Assistant Services.** Hospital shall pay to Contractor an amount equal to Seven Thousand Two Hundred Twelve Dollars (\$8,400) per month for Physician Assistant Services provided in the Juvenile Hall under this Agreement, not to exceed an amount equal to One Hundred Thousand Eight Hundred Dollars (\$100,800) per Contract Year.
7. **Supervision and Administrative Services.**
 - (a) Hospital shall pay Contractor One Thousand Dollars (\$1,000) per month for Supervision Services provided by Group Physicians under this Agreement,
 - (b) Hospital shall pay Contractor Two Hundred Fifty Dollars (\$250) per month for Administrative Services provided for Juvenile Hall, not to exceed Three Thousand Dollars (\$3,000) per Contract Year. In the event that Contractor provides less than thirty (30) hours of Administrative Services per Contract Year, Hospital shall deduct One Hundred Dollars (\$100) per hour for each hour of Administrative Service not provided by Contractor during such Contract Year.
8. **Professional Liability Reimbursement.** . In the event Contractor does not purchase the professional liability insurance set forth in Article III of the Agreement, Hospital

will deduct the then-current monthly premium as set forth in this **Exhibit 2.1**, adjusted by actual number of FTEs worked, from the monthly invoice to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. By way of example, Physician Group 4A monthly Beta premium (\$666.00) x FTE (.8) = \$532.80 deduction. These rates represent the then-current rates and are subject to change.

Physician Group 4A	Family Medicine w/OB	\$666.00 per month
Physician Group 3	Family Medicine w/o OB	\$296.50 per month
Physician Assistant		\$113.85 per month

9. 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”.