

## **FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of \_\_\_\_\_, 2016, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and PEDIATRIC GASTROENTEROLOGY MEDICAL ASSOCIATES OF THE SANTA CLARA VALLEY, a California general partnership (“**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 September 1, 2011, as amended effective September 1, 2012, September 1, 2013 and July 1, 2015 (collectively, the “**Agreement**”) pursuant to which Contractor provides professional consultation and treatment to Clinic Patients.

C. Hospital and Contractor desire to amend the Agreement to increase the annual aggregate amount by an additional Fifty Thousand Dollars (\$50,000).

### **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 One Hundred Fifty Thousand Dollars (\$150,000) during the term of this Agreement.”

3. **Section 2.2.** Subsection (b) of Section 2.2 to the Agreement is hereby amended and restated to read in its entirety as follows:

“(b) [Intentionally left blank]”

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.

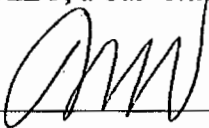
5. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

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

**CONTRACTOR**

PEDIATRIC GASTROENTEROLOGY  
MEDICAL ASSOCIATES OF THE SANTA  
CLARA VALLEY, a California general  
partnership

\_\_\_\_\_ 

Date: 3/23, 2016

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

  
\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: 4/4, 2016

**APPROVED AS TO FISCAL PROVISIONS:**

  
\_\_\_\_\_  
Deputy Auditor/Controller

Date: 4-4, 2016