

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 August 1, 2018, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and ALEXANDER IZMAILOV, 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 and various outpatient clinics (collectively, “**Clinics**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of July 1, 2018 (the “**Agreement**”) pursuant to which Contractor provides professional services and additional services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to include minimum time requirements, amend the compensation provisions as set forth in **Exhibit 2.1**, extend the term by one month and add \$60,000 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. **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 and Coverage Services.

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

(b) Contractor shall be available on an on-call basis to provide Specialty medical care and treatment to Non-Clinic Patients (“**Coverage Services**”), upon the terms and conditions set forth in this Agreement. In the event that Contractor provides Coverage Services under this Agreement:

- (i) Contractor shall provide timely initial follow-up care for all Hospital Patients referred for care by the ED or attending physician. If Contractor is the

physician on-call at the time of the referral, Contractor shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

- (ii) Contractor shall promptly report the results of all professional services furnished to Hospital Patients to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.
- (iii) Contractor shall respond in person to a request for an emergency evaluation by the attending physician or the Hospital Patient within a response time frame as required by the patient's medical condition and in accordance with Hospital Rules. Contractor shall respond within forty (40) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital."

3. **Exhibit 1.1(a)** Exhibit 1.1 is hereby added and attached hereto as **Exhibit 1.1(a)**.

4. **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 Six Hundred Sixty Thousand Dollars (\$660,000)."

5. **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 July 1, 2017 (the "**Effective Date**"), and shall continue until July 31, 2019 (the "**Expiration Date**"), subject to the termination provisions of this Agreement."

6. **Exhibit 2.1**. Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety and attached hereto as **Exhibit 2.1**.

7. **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.

8. **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.

9. **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

ALEXANDER IZMAILOV, M.D., an individual



Date: 7/17/18, 2018

NATIVIDAD MEDICAL CENTER


_____ Deputy Purchasing Agent

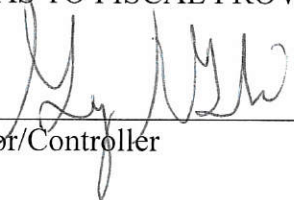
Date: 8/1, 2018

APPROVED AS TO LEGAL PROVISIONS:


_____ Stacy Saetta, Deputy County Counsel

Date: 7/23, 2018

APPROVED AS TO FISCAL PROVISIONS:


_____ Deputy Auditor/Controller

Date: 8/2, 2018

Exhibit 1.1(a)

PROFESSIONAL SERVICES

Professional Services shall include, without limitation, the following:

1. Specialty services to Clinic Patients in the Hospital's Specialty Clinic;
2. inpatient Specialty consultation for all staff; and
3. interpretation of all studies performed at Hospital, including but not limited to all electrocardiograms, echocardiograms, Doppler cardiograms, Holter monitors, and treadmills.

Exhibit 2.1

COMPENSATION

Hospital's maximum obligation under this Agreement shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000) per contract year when department is fully staffed.

1. **Professional Services.** Hospital shall pay to Contractor the amount of Two Hundred Fifty Eight Dollars (\$258) per hour, not to exceed Two Thousand Three Hundred Twenty-Two Dollars (\$2,322) per day for those Professional Services provided to Hospital Patients, including, without limitation, all Hospital inpatient consults, interpretation services and Professional Services provided to Patients (the "**Hospital Services**") rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement

2. **Call Coverage Services.** Hospital shall pay to Contractor an amount equal to Six Hundred Twenty Four Dollars (\$624) per twenty-four (24) hour period for Call Coverage Services provided pursuant to this Agreement (the "**Call Coverage Services Compensation**"). Hospital shall pay the Call Coverage Services Compensation only for Call Coverage Services requested by Hospital and provided by Contractor. If Contractor is simultaneously providing Call Coverage Services and Professional Services at Hospital, the Call Coverage Services Compensation shall be decreased by an amount equal to the hourly rate for each hour spent by Contractor providing Professional Services.

3. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Six Dollars and Fifty-Five Cents (\$6.55) per day worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor.

4. **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".