

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

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2017, 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 as of August 1, 2015, as amended May 12, 2017 (collectively 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 \$200,000 to the aggregate amount payable for services provided under the Agreement and clarify the compensation provisions with respect to Professional Services as set forth 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 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 Forty Thousand Dollars (\$640,000).”

3. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby amended and restated to read in its entirety as attached hereto.

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.

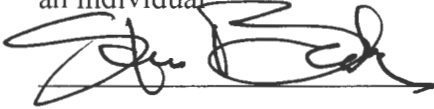
6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[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



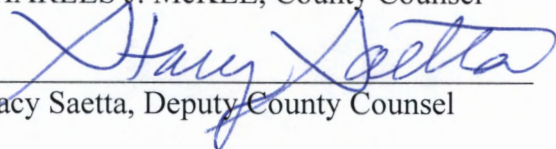
Date: 5/25, 2017

NATIVIDAD MEDICAL CENTER

By: _____
Contracts /Purchasing Agent

Date: _____, 20__

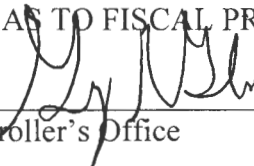
APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel



Stacy Saetta, Deputy County Counsel

Date: 5/31, 2017

APPROVED AS TO FISCAL PROVISIONS:



Auditor-Controller's Office

Date: 5-31, 2017

Exhibit 2.1

COMPENSATION

1. **Coverage Services.** Hospital shall pay to Contractor an amount equal to Six Hundred Twenty-Four Dollars (\$624) per twenty-four (24) hour period for Coverage Services provided pursuant to this Agreement (the “**Coverage Services Compensation**”). Hospital shall pay the Coverage Services Compensation only for Coverage Services requested by Hospital and provided by Contractor.
2. **Professional Services.** Hospital shall pay to Contractor the amount of Two Thousand Sixty Five Dollars (\$2,065) per eight (8) hour day for those Professional Services provided to Hospital Patients, including, without limitation, all Hospital inpatient consults, interpretation services and Professional Services provided to Clinic 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.
3. **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”.