

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 October 1, 2021 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and MONTEREY SPINE AND JOINT, PC, a Californian 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 and Call Coverage Services Agreement dated October 1, 2019 (the “**Agreement**”), pursuant to which Contractor provides the services as defined in the Agreement.

C. Hospital and Contractor desire to amend the Agreement to remove the provision of Clinic Services, extend the term for an additional one (1) year term ending September 30, 2022, and increase the aggregate amount payable to Contractor from Five Hundred Thousand Dollars (\$500,000) to Seven Hundred Fifty Thousand Dollars (\$750,000).

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

“C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (“**ED**”), who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital’s operating room (the “**Non-Clinic Patients**” or “**Patients**”), without regard to any consideration other than medical condition.”
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 aggregate sum of Seven Hundred Fifty Thousand Dollars (\$750,000).”

4. **Section 2.3.** Section 2.3 to the Agreement is hereby deleted in its entirety.

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 October 1, 2019 (the “**Effective Date**”), and shall continue until September 30, 2022 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

6. **Exhibit 2.1.** Section 2 of Exhibit 2.1 to the Agreement is hereby deleted in its entirety.

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

MONTEREY SPINE AND JOINT, PC, a Californian professional corporation

DocuSigned by:
Cameron Dermicek
6ED4047C0FD8400... Cameron Dermicek, CFO

Date: September 9, 2021

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 2021

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: _____, 2021

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____, 2021