

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST 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 Claire Hartung, M.D., Inc, a California professional corporation (“**Contractor**”). Contractor is a professional entity and appoints Claire Hartung, M.D. to provide the services described in the Agreement on its behalf, and all references to Contractor shall include this individual. County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties**.”

### RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and operates a hospitalist program (the “**Program**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of August 26, 2022 (the “**Agreement**”), pursuant to which Contractor provides Specialty services to Patients of Hospital.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four (24) months and add certain clarifying language regarding Time Commitment; Availability; Absences; Night Shifts and Compensation in Exhibit 2.1; and add One Hundred Thousand Dollars (\$100,000) to the aggregate amount payable to Contractor.

### 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 1.5**. Section 1.5 to the Agreement is hereby amended and restated to read it is entirety as follows:

“**1.5 Time Commitment**. Contractor shall provide the Professional Services from time to time as needed, along with other Panel Members, to cover the Hospital’s needs, including weekends and holidays. Scheduled hours for each shift shall be 7:00 AM to 7:00 PM (“**Day Shift**”), 7:00 PM to 7:00 AM (“**Night Shift**”), or as reasonably determined by Hospital and based on the patient care needs of the Program. Contractor shall arrive on-time to scheduled Shift. Contractor shall allocate time among the Services as reasonably requested by Hospital from time to time.”

3. **Section 1.6.** Section 1.6 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“1.6 Availability.** On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor’s schedule of availability to perform the Services during the following month. Contractor must provide a minimum availability of two (2) shifts per month, including weekends, and one (1) minor and one (1) major holiday per year. Contractor shall use his or her best efforts to adjust such schedule of availability, if reasonably requested by Hospital in order to meet Hospital’s needs for the Services. Contractor shall provide thirty (30) days’ prior written notice in advance of any absence, when practicable.”

3. **Section 1.7.** Section 1.7 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“1.7 Absences.** In the event Contractor is unable to perform the obligations under this Agreement for any justifiable cause, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. Contractor shall notify the Service Director or his/her designee in writing and in accordance with Hospital Rules and Department Policies. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor’s absence, and any unapproved absence shall constitute a breach of this Agreement.”

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 aggregate amount of Four Hundred Thousand Dollars (\$400,000).”

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 August 26, 2022 (the “**Effective Date**”), and shall continue until September 30, 2026 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

6. **Exhibit 1.13.** Exhibit 1.13 is hereby deleted and replaced in its entirety and incorporated by reference as attached **Exhibit 1.13.**

7. **Exhibit 1.1 Section 3.** Exhibit 1.1 Section 3 to the Agreement is hereby amended and restated to read in its entirety as follows:

“3. While performing Professional Services during a Night Shift, will be credentialed for and be able to perform critical care procedures such as central venous catheters, arterial lines, endotracheal intubation, and ventilator management to manage critical care patients in the intensive care unit (“ICU”);”

8. **Exhibit 2.1 Section 2.** Exhibit 2.1 Section 2 to the Agreement is hereby amended and restated to read in its entirety as follows:

“2. **Labor and Delivery Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Twelve Dollars (\$112) per hour for those Professional Services rendered by Contractor to Patients while providing on-site coverage for Hospital’s labor and delivery unit (the “**Labor & Delivery Compensation**”); provided however, that Contractor is in compliance with the terms and conditions of this Agreement.”

9. **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.

10. **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.

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

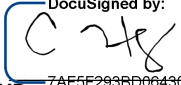
*[signature page follows]*

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

**CONTRACTOR**

CLAIRE HARTUNG M.D., INC., a  
California professional corporation

Date: 7/31/2024 | 8:27 AM PDT

DocuSigned by:  
  
By: \_\_\_\_\_  
Its MD 7AF5F293BD06430... \_\_\_\_\_

**NATIVIDAD MEDICAL CENTER**

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

Date: \_\_\_\_\_

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:  
  
\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: 8/1/2024 | 7:53 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:  
  
\_\_\_\_\_  
Deputy Auditor/Controller

Date: 8/2/2024 | 8:09 AM PDT

**EXHIBIT 1.13**



**MEDICAL STAFF POLICY**

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| <b>Title:</b> Practitioner Code of Conduct | <b>Number:</b> MSP004-2<br>BOT Approval: 1/2023                    |
| <b>Standard:</b><br><br>Medical Staff (MS) | MEC Approval: 12/22<br>Responsible: Medical Staff Services Manager |

As a member of the Medical Staff or an Advanced Practice Professional ( APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

**POLICY**

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.
2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.
6. Commit and contribute to the overall educational mission of Natividad and

promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

## **EXAMPLES OF PROFESSIONAL BEHAVIOR**

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.
6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.
8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

## **EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR**

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.
2. Falsification of medical records, including timekeeping records and other Natividad documents.
3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.
8. Harassment
  - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
    1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
    2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
    3. Otherwise adversely affects an individual's employment opportunity.

- b. Harassing conduct includes, but is not limited to:
  - 1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
  - 2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.
- 9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.
- 10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.
- 11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.
- 12. Single incident of egregious behavior, such as an assault or other criminal act.
- 13. Criticism of Natividad staff in front of patients, families, or other staff.

## **PROCEDURE**

- 1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.
- 2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.



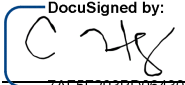


**MEDICAL STAFF POLICY**

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|--|---|
| <b>Title:</b> Practitioner Code of Conduct | <b>Effective:</b> 05/09<br><b>Reviewed/Revised:</b> 12/22 |
| <b>Standard:</b> MSP004-2                  | <b>Approved:</b> MEC 12/22<br>BOT 1/23                    |

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name Claire Hartung, M.D.

Signature:   
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Date: 7/31/2024 | 8:27 AM PDT