

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is entered into as of [January 1, 2026], by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and TELE-RHEUMATOLOGY MEDICAL ASSOCIATES, a California professional corporation, dba RHEUM WITHOUT WALLS. Contractor is a professional entity and appoints Farah Salahuddin, M.D. (“**Contractor**”) with respect to the following shall be effective on the date signed by all Parties.

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 January 1, 2024 (the “**Agreement**”) pursuant to which Contractor provides Specialty services.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four (24) months, add Special Consultation Services, and add Three Hundred Thousand Dollars (\$300,000) to the aggregate amount payable to Contractor, as set forth below.

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 Services.

(a) Contractor shall provide professional services in the Specialty to Patients on a schedule mutually agreed to by the Parties to ensure adequate and continued coverage (the “**Clinic Services**”). The Parties acknowledge that Contractor shall initially provide the Clinic Services four (4) Half-Days per month. For purposes of this Agreement, “**Half-Day**” shall mean a minimum of four (4) hours per day.

(b) Contractor shall be available for Specialty consultations for Patients (the “**Specialty Consultation Services**”) as reasonably requested by members of the Medical Staff from time to time as needed, Monday through Friday 8AM to 5PM. If medically necessary for Contractor to come onsite for bedside consults, Contractor will provide Specialty Consultation Services within 24 hours of

request or within 3 business days of requests made on weekends and holidays. Contractor shall not provide Clinic and Specialty Consultations Services at the same time. The Clinic Services and Specialty Consultation Services are sometimes referred to collectively in this Agreement as the “**Professional Services.**””

3. **Section 1.3.** Section 1.3 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**”

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 Five Hundred Thousand Dollars (\$500,000).”

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 January 1, 2024 (the “**Effective Date**”), and shall continue until December 31, 2027 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

6. **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.

7. **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.

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

[signature page follows]

