

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "**Amendment**") is made and entered into as of April 14, 2020, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and CARDIO-PULMONARY ASSOCIATES MEDICAL GROUP, INC., a California corporation ("**Contractor**") with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2016, as amended on July 1, 2018 and May 1, 2019 (collectively, the "**Agreement**") pursuant to which Contractor provides Specialty services to Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four (24) months, adds Two Hundred Thousand Dollars (\$200,000) to the aggregate amount payable under this Agreement, and restructures the payment for Professional Services.

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 Four Hundred Thousand Dollars (\$400,000)."

3. **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, 2016 (the "**Effective Date**"), and shall continue until June 30, 2022 (the "**Expiration Date**"), subject to the termination provisions of this Agreement."

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

5. **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.

6. **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.

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

[signature page to follow]

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

CONTRACTOR

CARDIO-PULMONARY ASSOCIATES
MEDICAL GROUP, INC., a California
corporation

By: [Signature]
Its _____

Date: April 1, 2020

[Signature]
NATIVIDAD MEDICAL CENTER

4/3/2020

Hans Poggenmeyer MD

[Signature]
Deputy Purchasing Agent

Date: 4/14, 2020

APPROVED AS TO LEGAL PROVISIONS:

[Signature]
Stacy Saetta, Deputy County Counsel

Date: 4/3/2020, 20

APPROVED AS TO FISCAL PROVISIONS:

[Signature]
Deputy Auditor/Controller

Date: 4/6/2020, 20

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of Two Hundred Ten Dollars (\$210) per hour for those Professional Services provided to Patients rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Timing.** Hospital shall pay the compensation due for Professional 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 Professional 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".