

**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 July 1, 2021, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and SALINAS VALLEY PLASTIC SURGERY ASSOCIATES, A MEDICAL CORPORATION, a California professional 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 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 July 1, 2019 (the “**Agreement**”) pursuant to which Contractor provides plastic surgery services.
- C. Hospital and Contractor desire to amend the Agreement to add Clinic Services, extend the term by twenty-four (24) months and add Three Hundred Sixty Five Thousand Dollars (\$365,000) to the aggregate amount payable.

**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.** Subsection (c) to Section 1.1 is hereby added to the Agreement to read as follows:

“(c) Contractor shall provide professional services to Clinic patients as requested by Hospital from time to time (“**Clinic Services**”), upon the terms and subject to the conditions set forth in this Agreement.”
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 Coverage Services, Clinic Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**””

4. **Section 1.4.** Section 1.4 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“1.4 Time Commitment.** Contractor shall allocate time among the Services as reasonably requested by Hospital from time to time.”

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

**“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 Seven Hundred Thirty Thousand Dollars (\$730,000).”

6. **Exhibit 2.1.** **Exhibit 2.1** to the Agreement is hereby replaced in its entirety with **Exhibit 2.1** attached hereto.

7. **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, 2019 (the **“Effective Date”**), and shall continue until June 30, 2023 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

8. **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.

9. **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.

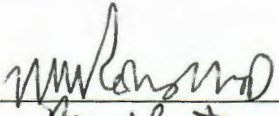
10. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

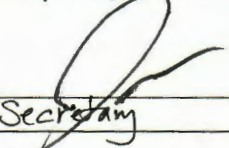
IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

SALINAS VALLEY PLASTIC SURGERY  
ASSOCIATES, A MEDICAL  
CORPORATION, a California professional  
corporation

By:   
Its President

Date: 4/5/2021

By:   
Its Secretary

Date: 4/5/2021

**NATIVIDAD MEDICAL CENTER**

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

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

APPROVED AS TO LEGAL PROVISIONS:

  
Stacy Saetta, Deputy County Counsel

Date: 4/6/2021

APPROVED AS TO FISCAL PROVISIONS:

  
Deputy Auditor/Controller

Date: 4-6-2021

## **Exhibit 2.1**

### **COMPENSATION**

1. **Coverage Stipend.** Hospital shall pay to Contractor an amount equal to Five Hundred Dollars (\$500) per twenty-four (24) hour period for Coverage Services provided pursuant to this Agreement.
2. **Clinic Services.** In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no monetary compensation to Contractor for the Clinic Services furnished by Contractor hereunder.
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".