

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of September 1, 2022 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Cy A. Cedar, M.D., an individual (“**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 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 July 14, 2022 (the “**Agreement**”) pursuant to which Contractor provides Specialty services to Patients of Hospital.

C. Hospital and Contractor desire to amend the Agreement to add the provision of Associate Medical Director Services, and add Six Hundred Fifty Thousand Fifty Dollars (\$650,000) 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 1.1**. A new subsection (a) to Section 1.1 of the Agreement is hereby added to read in its entirety as follows:

“(a) Contractor shall provide to Hospital those director services set forth in **Exhibit 1.1(a)** (“**Associate Medical Director 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:

“**13. 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, Associate Medical Director 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 aggregate amount of Seven Hundred Fifty Thousand Dollars (\$750,000).”

5. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety and attached hereto as **Exhibit 2.1.**

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.

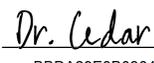
8. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

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

CONTRACTOR

CY A. CEDAR, M.D.,
an individual

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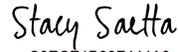
Date: 8/11/2022 | 5:44 PM PDT

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

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Stacy Saetta, Deputy County Counsel

Date: 8/11/2022 | 7:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

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Deputy Auditor/Controller

Date: 8/12/2022 | 8:07 AM PDT

Exhibit 1.1(a)

ASSOCIATE MEDICAL DIRECTOR SERVICES

Contractor shall ensure that all Associate Medical Director Services are performed as needed, and only upon the request of Hospital, up to eight (8) hours per week. Contractor shall make every effort to provide any additional Associate Medical Director Services as reasonably requested by Hospital from time-to-time

Under the direction of the Chief Medical Officer or his/her designee, Contractor shall:

1. Assist with general administration of the day-to-day operations of the Program;
2. Assist in the development of protocols and policies for the Program
3. Ensure sufficient physician coverage of the services;
2. Coordinate hospitalist schedule to ensure sufficient physician coverage of the service;
3. Assist with staffing optimization, target 3-6 month planning;
4. Manage staffing mix awareness and escalation of critical staffing gaps;
5. Coordinate new physician orientation; and
6. Assist with physician onboarding and training new physicians in the Program.

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Seventy Dollars (\$170) per hour for those Professional Services provided to Program Patients during the Day Shift (the “**Day Shift Compensation**”) and One Hundred Eighty Dollars (\$180) per hour for those Professional Services provided to Program Patients during the Night Shift (the “**Night Shift Compensation**”); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. The Day Shift Compensation, together with the Night Shift Compensation are referred to collectively in this Agreement as the “**Compensation**”.

2. **Associate Medical Director Services.** Hospital shall pay to Contractor the amount equal to One Hundred Dollars (\$100) per hour for the provision of Associate Medical Director Services, not to exceed Eight Hundred Dollars (\$800) per week.

3. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per shift worked by Contractor to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. This rate represents the then-current rate and is subject to change.

4. **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”.