

## **FOURTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the "**Amendment**") is made and entered into as of June 1, 2017, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and MONTEREY BAY GI CONSULTANTS MEDICAL GROUP, INC., a California professional corporation ("**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 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 effective September 1, 2011, as amended effective September 1, 2012, September 1, 2013, and July 1, 2015 (collectively the "**Agreement**") pursuant to which Contractor provides Specialty Professional Services and Coverage Services to Hospital Patients, as well as Teaching Services and Additional Services to Hospital.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twelve months and to increase the aggregate amount payable to Contractor in the Agreement by Two Hundred Thousand Dollars (\$200,000).

### **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 an amount of Eight Hundred Seventy Thousand Dollars (\$870,000) in the aggregate."

3. **Exhibit 2.1.** **Exhibit 2.1** to the Agreement is hereby replaced in its entirety and incorporation by this reference with the attached **Exhibit 2.1**.

4. **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 September 1, 2011 (the **“Effective Date”**), and shall continue until June 30, 2018 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

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 follows]*

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

**CONTRACTOR**

MONTEREY BAY GI CONSULTANTS  
MEDICAL GROUP, INC., a California  
professional corporation

  
By: Daniel Lyba M.D.  
Its President

Date: 05-02, 2017

By: \_\_\_\_\_  
Its \_\_\_\_\_

**NATIVIDAD MEDICAL CENTER**

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

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO FISCAL PROVISIONS:**

\_\_\_\_\_  
Deputy Auditor/Controller

Date: \_\_\_\_\_, 20\_\_

## Exhibit 2.1

### COMPENSATION

1. **Stipend Compensation.** Hospital shall pay to Contractor an amount equal to One Thousand Four Hundred Eighteen Dollars (\$1,418.00) per twenty-four (24) hour period for Hospital Consults and ED Services provided pursuant to this Agreement. During the period June 1, 2017 to June 30, 2018, it is estimated that Contractor will provide no more than one hundred forty-one (141), twenty-four (24) hour call shifts.

2. **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".