

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 July 1, 2017, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and SWEET, RENFER & MILANESA MD, a California general partnership (“**Contractor**”) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective July 1, 2011, as amended effective July 1, 2012, July 1, 2013, and July 1, 2015 (collectively, the “**Agreement**”) pursuant to which Contractor provides professional services in the Specialty to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term an additional twenty-four (24) months and to add Five Hundred Thousand Dollars (\$500,000) to the aggregate amount payable for Services provided during the extended term.

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 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 Two Million Two Hundred Forty Thousand Dollars (\$2,240,000) during the term of this Agreement.”

3. **Exhibit 2.1.** **Exhibit 2.1** to the Agreement is hereby deleted and replaced in its entirety and attached hereto as **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 July 1, 2011 (the **“Effective Date”**), and shall continue until June 30, 2019 (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

SWEET, RENFER & MILANESA MD, a
California general partnership

By: Dan Milanesa
Its Dan Milanesa

Date: 12 April, 2017

By: _____
Its _____

Date: _____, 20__

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 4/19, 2017

APPROVED AS TO FISCAL PROVISIONS:

[Signature]
Deputy Auditor/Controller

Date: 4/24, 2017

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of Seven Hundred Fifty Dollars (\$750) per half day (a minimum of four (4) hours) of Clinic for those Professional Services rendered to Clinic Patients by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Coverage Stipend.** Hospital shall pay to Contractor an amount equal to Seven Hundred Fifty Dollars (\$750) per diem for Coverage Services provided pursuant to this Agreement.

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".