

## **NINTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT**

THIS NINTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of July 1, 2018, by and between COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("NMC"), and DANNY TAN DDS ("Contractor") with respect to the following:

### **RECITALS**

A. NMC operates the Natividad Immunology Division Outpatient Clinic, (the "NIDO Clinic"), a comprehensive primary care clinic that provides services, including referrals for dental services, to people over the age of eighteen with HIV/AIDS and other infectious diseases.

B. Contractor and NMC have entered into that certain Professional Service Agreement dated February 1, 2011, as amended on February 15, 2012; July 1, 2012; July 1, 2013; July 1, 2014; July 1, 2015; July 1, 2016; January 1, 2017 and July 1, 2017 (collectively, the "Agreement") pursuant to which Contractor provides comprehensive dental services to patients referred by the NIDO Clinic.

C. NMC and Contractor desire to extend the term an additional twelve months to allow for existing services to continue and increase the aggregate not to exceed amount by \$45,000.

### **AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, NMC 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. **Amended Section 1. PAYMENTS BY NMC.** Section 1 of the Agreement is hereby deleted and replaced with the following:

"NMC shall pay the Contractor in accordance with the payment provisions set forth in Exhibit A, subject to limitations set forth in this Agreement. The total amount payable by NMC to Contractor under this agreement shall not exceed the sum of Four Hundred Sixty Thousand Dollars (\$460,000) in the aggregate."

3. **Amended Section 2. TERM OF AGREEMENT.** Section 2 of the Agreement is hereby deleted and replaced with the following:

"The term of this Agreement is from February 1, 2011 to June 30, 2019 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no Force or effect until signed by both Contractor and NMC and with NMC signing last and Contractor may no commence work before NMC signs this Agreement."

4. **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.

5. **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.

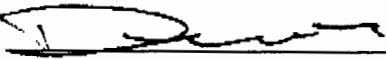
6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

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

**CONTRACTOR**

**DANNY TAN DDS**

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

Date: 5/2/18, 2018

**NATIVIDAD MEDICAL CENTER**

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

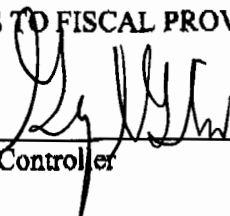
Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

  
Stacy Saelta, Deputy County Counsel

Date: 5/15, 2018

**APPROVED AS TO FISCAL PROVISIONS:**

  
Deputy Auditor/Controller

Date: 5-16, 2018