

**SIXTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT**

THIS SIXTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of January 1, 2025, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and CENTRAL COAST HEAD & NECK SURGEONS AMC 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 and Level II Trauma Center located in Salinas, California and various outpatient clinics (collectively, the “**Clinics**”).
- B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of July 1, 2016, as amended effective July 1, 2018, July 1, 2020, July 1, 2022, October 1, 2022, and January 1, 2024 (collectively, the “**Agreement**”) pursuant to which Contractor provides Specialty services to Hospital Patients.
- C. Hospital and Contractor desire to amend the Agreement to increase the aggregate amount payable to Contractor by an additional One Million Five Hundred Thousand (\$1,500,000) and extend the term by twenty-four (24) months.

**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 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 Million Five Hundred Thousand Dollars (\$7,500,000).”

3. **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, 2016 (the **“Effective Date”**), and shall continue until December 31, 2026 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

4. **Exhibit 1.1(d).** Exhibit 1.1(d) to the Agreement is hereby deleted and replaced in its entirety and incorporated by reference with attached **Exhibit 1.1(d)** set forth herein.

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**

CENTRAL COAST HEAD & NECK SURGEONS AMC INC., a California professional corporation

By: [Signature]  
Its \_\_\_\_\_

Date: 10/31/2024

**NATIVIDAD MEDICAL CENTER**

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

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

**APPROVED AS TO LEGAL PROVISIONS:**

Signed by:  
Stacy Saetta  
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Stacy Saetta, Deputy County Counsel

Date: 11/5/2024 | 3:06 PM PST

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
Jennifer Forsyth  
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Deputy Auditor/Controller

Date: 11/5/2024 | 4:21 PM PST

**Exhibit 1.1(d)**  
**AUDIOLOGY SERVICES**

1. Contractor shall provide an audiologist (up to 20 hours per week) and an audiology technician (up to 35 hours per week) to provide the Audiology Services described in this Exhibit 1.1(d). Audiology Services are subject to the termination provisions in Article 5 of the Agreement.
  - a) administer and evaluate audiological tests to Hospital inpatients and outpatients, as needed, pursuant to appropriate referrals;
  - b) provide adequate documentation regarding test results, together with appropriate recommendations. Contractor will complete and send reports and letters to outside sources within a week of testing;
  - c) provide, instruct and supervise bilingual an audiometric technician who assists in the testing and clerical duties;
  - d) coordinate mutually appropriate arrangements when audiologists or audiometric technician is unavailable;
  - e) provide audiology services and evaluations to all Hospital Patients which are age appropriate and specific to their needs. The age range of Hospital patients includes infancy to adulthood to geriatric ages; and
  - f) meet all Title 22, California Code of Regulations, Joint Commission and California Children Services (CCS) requirements in the provision of Audiology Services. Contractor must be able to demonstrate participation in quality assurance programs to maintain an optimum referral rate of less than 5%.
2. On or before the first day of each month, Contractor shall inform Hospital of the audiologist and audiology technician schedules of availability to perform the Audiology Services during the following month.
3. Contractor shall notify appropriate Hospital manager of absence and/or change of coverage and make appropriate arrangements for patient care to include rescheduling any appointments when audiologist and/or audiometric technician is unavailable.