

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 October 1, 2022, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and CENTRAL COAST HEAD AND NECK SURGEONS, A MEDICAL GROUP, INC., a California 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 and July 1, 2022 (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 compensation payable to Contractor by three percent (3%), as set forth herein.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

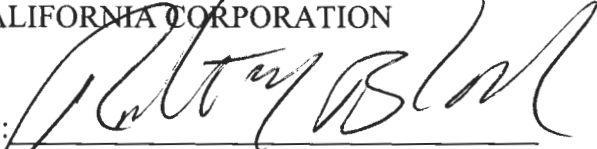
1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety and incorporated by reference with attached **Exhibit 2.1** set forth herein.
3. **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.
4. **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.
5. **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 AND NECK
SURGEONS, A MEDICAL GROUP, INC., A
CALIFORNIA CORPORATION

By: 
Its: _____

Date: 9/12/2022


NATIVIDAD MEDICAL CENTER

DocuSigned by:

4E1E837D204E481
Deputy Purchasing Agent

Date: 9/15/2022 | 12:04 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:

C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 9/12/2022 | 4:39 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

4E7E657875454AE...
Deputy Auditor/Controller

Date: 9/13/2022 | 10:53 AM PDT

Exhibit 2.1

COMPENSATION

1. **Coverage Stipend.** Hospital shall pay to Contractor an amount equal to One Thousand Seven Hundred Fifty-One Dollars (\$1,751) per twenty-four (24) hour period for Coverage Services provided pursuant to this Agreement.

2. **Audiology Services.** Hospital shall pay to Contractor the amount of Sixty-Two Dollars (\$62) per hour (up to twenty (20) hours per week) for those audiology services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

3. **Audiometric Technician Services.** Hospital shall pay to Contractor the amount of Twenty-Five Dollars (\$25) per hour (up to thirty-five (35) hours per week) for those services rendered by Contractor's audiometric technician under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

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".