

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation (“**Contractor**”) with respect to the following shall be effective on the date signed by all Parties:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center 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 November 1, 2024 (the “**Agreement**”) pursuant to which Contractor provides Specialty services to patients.
- C. Hospital and Contractor desire to amend the Agreement to add Five Hundred Thousand Dollars (\$500,000) to the aggregate amount payable to Contractor, extend the term of the Agreement for an additional twenty-four (24) months, and modify the professional liability reimbursement language, as set forth below.

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 **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 Hundred Thousand Dollars (\$700,000).”

- 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 November 1, 2024 (the “**Effective Date**”), and shall continue until September 30, 2028 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.

4. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety with Exhibit 2.1 attached hereto.

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

HAYVENHURT INFECTIOUS DISEASES
CONSULTANTS, INC., a California
professional corporation

DocuSigned by:
Alan Nazarian
By: _____
A3D73F43D614461...
Its MD _____

Date: 1/28/2026 | 3:12 PM PST

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta

C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 2/4/2026 | 2:52 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Andren Valentine

25834C99491E449...
Deputy Auditor/Controller

Date: 2/4/2026 | 4:31 PM PST

Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars (\$720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents (\$7.87) per Shift worked by Contractor, not to exceed Two Hundred Forty-Three Dollars and Ninety-Seven Cents (\$243.97) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a "**Shift**" shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

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".