

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of November 1, 2025, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and KATHARINA PELLEGRIN, M.D., an individual (“**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 “**Clinic**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of September 20, 2022, as amended effective September 20, 2023 and May 1, 2025 (collectively, the “**Agreement**”) pursuant to which Contractor provides Specialty services.

C. Hospital and Contractor desire to amend the Agreement to add backup call coverage services, extend the term by twelve (12) months, and add Two Hundred Thousand Dollars (\$200,000) to the aggregate amount payable to Contractor.

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 1.1.** Section 1.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“1.1 Professional Services.

(a) Contractor shall provide professional services in the Specialty to Patients, upon the terms and subject to the conditions set forth in this Agreement (the “**Professional Services**”).

(b) Contractor shall be available to provide, twenty-four (24) hour shifts (each a **“Shift”** and collectively, **“Shifts”**) of on-site coverage services at Hospital and be available on an on-call basis to provide Professional Services to Patients within fifteen (15) minutes of notification, upon the terms and conditions set forth in this Agreement (**“Trauma Coverage Services”**). Trauma Coverage Services shall include acute care surgery and critical care services as well as inpatient and outpatient procedures performed in Hospital’s operating rooms.

(c) Contractor shall also be available on an on-call basis to serve as the back- up physician in the Specialty to provide Professional Services to Patients when the primary on- call Specialty physician is unavailable (**“Back-Up Call Coverage Services”**). For the purpose of this Agreement, Back-Up Call Coverage Services shall be provided in Shifts.

(d) Contractor shall be available to provide Shifts of off-site coverage services at Hospital and be available on an on-call basis to provide Professional Services to Patients within thirty (30) minutes of notification, upon the terms and conditions set forth in this Agreement (**“General Surgery Coverage Services”**). General Surgery Coverage Services shall include trauma back-up coverage services, follow-up and inpatient rounding on patients as necessary during the twenty (24) hour period. Trauma Coverage Services, Back-up Call Coverage Services and General Surgery Coverage Services are sometimes referred to collectively in this Agreement as **“Coverage Services”**.

(e) Contractor shall provide Coverage Services along with other Panel Members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the schedule developed by the trauma program director designated by Hospital (the **“Trauma Program Director”**). For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of Shifts of Coverage Services to be provided by Contractor.

(f) Contractor shall provide timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Contractor is the physician on-call at the time of the referral, Contractor shall provide any necessary follow-up care for such patients regardless of the patient’s ability to pay for services at the time of the first visit.

(g) Contractor shall also be available to provide Professional Services in the Clinic (the “**Clinic Services**”).

3. **Section 1.3.** Section 1.3 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services, Clinic Services, and Additional Services are sometimes referred to collectively in this Agreement as the “**Services**.”

4. **Section 2.1.** Section 5.1 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 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 Four hundred Thousand Dollars (\$400,000).”

5. **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, 2025 (the “**Effective Date**”) and shall continue until June 30, 2027 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

6. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety and incorporated by reference as attached **Exhibit 2.1.**

7. **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.

8. **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.

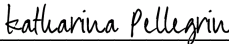
9. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

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

CONTRACTOR

KATHARINA PELLEGRIN, M.D., an individual

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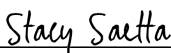
Date: 9/23/2025 | 5:37 PM PDT

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Signed by:

696D27D44C4341D
Stacy Saetta, Deputy County Counsel

Date: 9/24/2025 | 5:11 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

E795F64E67454B6
Deputy Auditor/Controller

Date: 9/26/2025 | 7:49 AM PDT

Exhibit 2.1

COMPENSATION

1. Coverage Services Compensation.

a. Hospital shall pay to Contractor an amount equal to Four Thousand Six Hundred Sixty Dollars (\$4,600) per Shift of Trauma Coverage Services;

b. Hospital shall pay to Contractor an amount equal to Two Thousand Dollars (\$2,000) per Shift of General Surgery Coverage Services provided pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For the avoidance of doubt, Contractor shall not simultaneously provide Trauma Coverage Services and General Surgery Coverage Services during the same Shift.

c. If Contractor is asked to provide trauma back-up call coverage separate of General Surgery Coverage Services, Contractor shall be paid an amount equal to Five Hundred Dollars (\$500) per Shift ("**Back-up Call Coverage Compensation**"), plus One Hundred Ninety One Dollars and Sixty Six Cents (\$191.66) per each hour that Contractor is required to be physically present at Hospital, not to exceed Four Thousand Five Hundred Sixty Dollars (\$4,600) per day in the aggregate.

2. Professional Liability Reimbursement. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Twenty-Eight Dollars and Eleven Cents (\$28.11) per Shift, not to exceed Eight Hundred Fifty-Four Dollars and Ninety-One Cents (\$854.91) per month to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. This amount reflects the then-current rate, rates are 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".