

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of April 1, 2025, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and PEYMAN R. TABRIZI, M.D., INCORPORATED, a California professional corporation DBA PACIFIC COAST NEUROSURGICAL INSTITUTE, INC. (“**Contractor**”) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California a Level II Trauma Center (the “**Trauma Program**”) and various outpatient clinics (collectively, the “**Clinic**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated April 6, 2022 (the “**Agreement**”) pursuant to which Contractor provides Specialty services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four months and add Four Million Dollars (\$4,000,000) to the aggregate not to exceed amount.

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 Compensation**. Section 2.1 to the Agreement shall be amended as follows and is hereby amended and restated to read in its entirety as follows:

“**Section 2.1**. Hospital shall pay to the 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 the Hospital to Contractor under this Agreement shall not exceed the sum of Ten Million Dollars (\$10,000,000).”

Section 5.1 Term. Section 5.1 to the Agreement shall be amended as follows and is hereby amended and restated to read in its entirety as follows:

“**Section 5.1**. This Agreement shall become effective on April 6, 2022 (the “**Effective Date**”), and shall continue until March 31, 2027 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

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

PEYMAN R. TABRIZI, M.D.,
INCORPORATED, DBA PACIFIC COAST
NEUROSURGICAL INSTITUTE, INC., a
California professional corporation

Signed by:
Peyman Tabrizi
By: _____
Its Peyman Tabrizi

Date: 2/12/2025 | 1:06 PM PST

By: _____
Its _____

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
By: _____
Stacy Saetta, Deputy County Counsel

Date: 2/12/2025 | 3:01 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
By: _____
Deputy Auditor/Controller

Date: 2/13/2025 | 11:30 AM PST