Monterey County
Board of Supervisors

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Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-15115 ; Amendment No.: 3
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the Third Amendment to the Professional Services Agreement (A-15115) with Dopamine Therapeutics, Inc. to provide family medicine services at NMC, extending the term by twenty-four months (July 1, 2023 to June 30, 2025) for a revised full agreement term of August 1, 2019 to June 30, 2025, and adding $100,000 for a revised not to exceed amount of $400,000 in the aggregate; and
b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($10,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 27th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 27, 2023.

Dated: June 28, 2023
File ID: A 23-281
Agenda Item No.: 39

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the **"Amendment"**) is made and entered into as of July 1, 2023 by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and DOPAMINE THERAPEUTICS, 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 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 August 1, 2019, as assigned by Nathaniel Lepp, M.D. to Contractor, effective as of January 1, 2021, as amended effective as of July 1, 2021 and July 1, 2022 (collectively, the **"Agreement"**), pursuant to which Contractor provides Specialty services to Patients.

C. Hospital and Contractor desire to modify the compensation rates in Exhibit 2.1 of the Agreement and to extend the term of the Agreement for an additional twenty (24) months and add One Hundred Thousand Dollars ($100,000) to the aggregate amount payable to Contractor, 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 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)."

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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 August 1, 2019 (the **"Effective Date"**) and shall continue until June 30, 2025 (the **"Expiration Date"**), subject to the termination provisions of this Agreement."

4. **Exhibit 2.1**. Exhibit 2.1 to the Agreement shall be deleted and replaced in its entirety and attached hereto as **Exhibit 2.1**.

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

DOPAMINE THERAPEUTICS, INC., a California professional corporation

DocuSigned by:
Nathaniel Lepp
By: Nathaniel Lepp
Its Owner and CEO

Date: 6/9/2023 | 9:19 AM PDT

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: 6/29/2023

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 6/9/2023 | 12:23 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
Deputy Auditor/Controller

Date: 6/16/2023 | 11:12 AM PDT

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Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Twelve Dollars ($112) per hour for those Professional Services rendered by Contractor to Patients while providing on-site coverage for Hospital labor and delivery unit; 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 Twenty-One Dollars and Ninety Cents ($21.90) per day worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor.

3. **Timing.** Hospital shall pay the compensation due for Professional 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 Professional Services were performed, Hospital shall not be obligated to pay Contractor for Professional 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".