

## **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”), by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Adelheid Ebenhoech, M.D, an individual (“**Contractor**”) is entered into on the date executed by all Parties, with respect to the following 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 September 20, 2022, as amended September 20, 2023 (collectively the “**Agreement**”), pursuant to which Contractor provides Specialty services.

C. Hospital and Contractor desire to amend the Agreement to add Advanced Practice Practitioner Supervision Services and compensation for such services, 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 1.1.** Section 1.1 to the Agreement is hereby amended and restated in its entirety, as set forth below:

#### **“1.1 Services.**

(a) **Professional Services.** Contractor shall provide the professional services described in **Exhibit 1.1(a)** (the “**Professional Services**”) to Clinic Patients, upon the terms and subject to the conditions set forth in this Agreement.

(b) **Supervisions Services.** Contractor shall provide supervision of any clinician employed or contracted by Hospital providing Professional Services (the “**Supervision Services**”) in accordance with all applicable laws, rules and regulations, including, without limitation, applicable bylaws, rules and regulations of the Medical Staff and/or APP Staff. The staffing pattern may be set and modified from time to time with mutual agreement of Parties to ensure patient safety, quality care, high efficiencies and patient satisfaction.”

3. **Section 1.3.** Section 1.3 to the Agreement is hereby amended and restated in its entirety, as set forth below:

**“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, Supervision Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**”

4. **Exhibit 1.1.** Exhibit 1.1 to the Agreement is hereby renumbered and incorporated by reference as **Exhibit 1.1(a).**

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

6. **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.

7. **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.

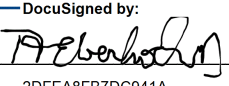
8. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

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

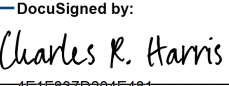
**CONTRACTOR**

**ADELHEID EBENHOECH, M.D.,** an individual

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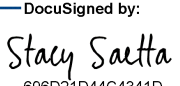
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**NATIVIDAD MEDICAL CENTER**

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Deputy Purchasing Agent

Date: 7/19/2024 | 12:17 PM PDT

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
  
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Stacy Saetta, Deputy County Counsel

Date: 7/16/2024 | 4:26 PM PDT

**APPROVED AS TO FISCAL PROVISIONS:**

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Deputy Auditor/Controller

Date: 7/17/2024 | 7:36 AM PDT

## **Exhibit 2.1**

### **COMPENSATION**

1. **Clinic Services.** Hospital shall pay to Contractor per Work Relative Value Unit (as defined by the Centers for Medicare & Medicaid Services from time to time) (“**wRVU**”) for those Professional Services rendered to Clinic Patients by Contractor, provided, however, that Contractor is in compliance with the terms and conditions of this Agreement and applicable Laws.

(a) Contractor shall be paid on the CPT codes submitted to and verified by Hospital professional billing office coders.

(b) Contractor must complete clinical documentation using Hospital’s system on all submitted claims prior to reimbursement.

(c) Compensation will be calculated as follows:

(i) Thirty-Six Dollars and Forty Cents (\$36.40) per wRVU personally performed by Contractor, or

(ii) Forty-One Dollars and Eighty-Six Cents (\$41.86) per wRVU personally performed by Contractor during such time when Contractor is performing such services while directly supervising a family medicine resident at the request of Hospital.

2. **Supervision Services.** Hospital shall pay Contractor One Thousand Dollars (\$1,000) per month for Supervision Services of Advanced Practice Practitioners in accordance with all applicable Laws and all applicable bylaws, rules and regulations of the Hospital’s medical staff (the “**Medical Staff**”)

3. **Timing.** At the end of each month, Hospital shall provide Contractor a monthly report (“**Encounter Summary**”) that demonstrates the calculation of the compensation payable under this section.

(a) Contractor shall review the Encounter Summary for accuracy and return the signed Encounter Summary to Hospital within five (5) business days.

(b) In the event of a dispute regarding the appropriateness of a CPT code or modifier, or similar technical billing issue, which cannot be resolved informally by the Parties, the Parties shall jointly designate an independent third party billing expert to review and make a recommendation regarding the issue. The cost of such expert shall be shared equally by the Parties. Hospital shall give such recommendation great weight but, as the billing entity, shall have ultimate discretion in resolving such issue.

(c) 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”.