

FIRST AMENDMENT TO CALL COVERAGE AGREEMENT

This FIRST AMENDMENT TO CALL COVERAGE AGREEMENT (the “**Amendment**”) is made and entered into as of the last date signed below, by and between TULARE LOCAL HEALTHCARE DISTRICT, a California health care district, d/b/a Tulare Regional Medical Center (“**Hospital**”), and CHIDI J. UKATU, M.D., an individual, (“**Practitioner**”) with respect to the following:

RECITALS

A. Hospital is the owner and operator of a general acute care hospital located in Tulare, California, under The Local Health Care District Law of California (commencing at Health and Safety Code § 32000 et seq.), and operates an emergency department (the “**Department**”), under its acute care license.

B. Practitioner and Hospital have entered into that certain Call Coverage Agreement dated October 11, 2018 (the “**Agreement**”) pursuant to which Practitioner provides certain coverage services.

C. Hospital and Practitioner desire to amend the Agreement to restate the compensation as set forth herein.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Practitioner agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Exhibit 3.1** Exhibit 3.1. to the Agreement is hereby amended and restated in its entirety to read as attached to this Amendment.
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.

IN WITNESS WHEREOF, Hospital and Practitioner have executed this Amendment as of the last day signed below.

HOSPITAL

TULARE HEALTHCARE DISTRICT, a
California health care district, d/b/a
Tulare Regional Medical Center

Date: _____

By: _____
Its: _____

Hospital Address:
869 N. Cherry Street
Tulare, CA 93274

PRACTITIONER

Date: _____

Chidi J. Ukatu, M.D., an individual

Practitioner Address:

Exhibit 3.1

COMPENSATION

1. **Coverage Stipend.** Hospital shall pay to Practitioner an amount equal to One Thousand Dollars (\$1000) per diem for Coverage Services provided during Practitioner's regular call schedule pursuant to this Agreement (the "**Stipend Compensation**"); provided, however, that Hospital shall have no obligation to pay the Stipend Compensation to Practitioner for Coverage Services provided in any given month if Practitioner fails to submit a Monthly Report in accordance with Section **Error! Reference source not found.** of this Agreement within sixty (60) days after the end of such month.