

**FIRST AMENDMENT TO PROFESSIONAL AND MEDICAL DIRECTOR SERVICES AGREEMENT**

This FIRST AMENDMENT TO PROFESSIONAL AND MEDICAL DIRECTOR SERVICES AGREEMENT (the “**Amendment**”) effective \_\_\_\_\_, 2019 (the “**Amendment Effective Date**”), is made and entered into by and between TULARE LOCAL HEALTHCARE DISTRICT, a California health care district, d/b/a Tulare Regional Medical Center (“**Hospital**”), and PARAMOUNT ANESTHESIA ASSOCIATES, INC., a California professional corporation, (“**Group**”) 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 anesthesiology department (the “**Department**”), under its acute care license.

B. Group and Hospital have entered into that certain Professional and Medical Director Services Agreement dated October 10, 2018 (the “**Agreement**”) pursuant to which Group provides certain professional and administrative services.

C. Hospital and Group desire to amend the Agreement to restate the compensation and amend the Staffing Patterns as set forth herein.

**AGREEMENT**

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

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 4.3**. Subsection (b) of Section 4.3 of the Agreement is hereby amended and restated to read in its entirety as follows:

“(b) If Group Collections (excluding Section 4.3 (c) below) are less than One Hundred Thirty-Nine Thousand One Hundred Dollars (\$139,100) in any month during the term of this Agreement (the “**Base Amount**”), Hospital shall pay to Group, within ten (10) days of submission by Group of the Group Collections Report, an amount equal to the lesser of € the difference between the Base Amount and Group Collections in such month.”

3. **Exhibit 1.3**. Exhibit 1.3. to the Agreement is hereby amended and restated in its entirety to read as attached to this Amendment.

4. **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.

5. **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.

6. **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 Group have executed this Amendment as of the last date 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

**GROUP**

PARAMOUNT ANESTHESIA ASSOCIATES,  
INC., a California professional medical corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Joseph Ipe, M.D.  
Its: President

Group Address:  
11704 Nantwick Ct.  
Bakersfield, CA 93311

**EXHIBIT 1.3**

**STAFFING PATTERNS**

**TRMC Operating Rooms**

	<b>WEEKDAYS</b> <b>Monday - Friday</b>		<b>WEEKENDS</b> <b>Saturday and</b> <b>Sunday</b>		<b>HOLIDAYS</b>	
	From	To	From	To	From	To
OR1	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM
OR2	7:00 AM	3:00 PM	CLOSED	CLOSED	CLOSED	CLOSED
OR3	7:00 AM	3:00 PM	CLOSED	CLOSED	CLOSED	CLOSED