



# Monterey County Board of Supervisors

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## Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

**Agreement No.: A-13538; Amendment No.: 3**

- a. Authorize the Interim Chief Executive Officer for Natividad or his designee to execute the Third Amendment to the Professional Services Agreement (A-13538) with James F. Lilja, M.D. dba Bay Area Gynecology Oncology to provide gynecology oncology and urology gynecology services, extending the term by twelve months (April 1, 2022 to March 31, 2023) for a revised full agreement term of February 1, 2018 to March 31, 2023, and adding \$350,000 for a revised total not to exceed amount of \$1,160,000 in the aggregate; and
- b. Authorize the Interim Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$41,000) of the original contract amount.

PASSED AND ADOPTED on this 22<sup>nd</sup> day of March 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

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 March 22, 2022.

Dated: March 24, 2022  
File ID: A 22-093  
Agenda Item No.: 31

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

Julian Lorenzana, Deputy

### **THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the “**Amendment**”) is made and entered into as of April 1, 2022 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and JAMES F. LILJA, M.D., INC., a California professional corporation, d.b.a. BAY AREA GYNECOLOGY ONCOLOGY (“**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 February 1, 2018, as amended effective April 1, 2020, and April 1, 2021 (collectively, the “**Agreement**”), pursuant to which Contractor provides the Specialty services to Patients.

C. Hospital and Contractor desire to increase the aggregate amount payable to Contractor by Three Hundred Fifty Thousand Dollars (\$350,000), and to extend the term of the Agreement for an additional twelve (12) month period, 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 aggregate amount of One Million One Hundred Sixty Thousand Dollars (\$1,160,000).”

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 April 1, 2022 (the **“Effective Date”**), and shall continue until March 31, 2023 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

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.

*[signature page follows]*

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

**CONTRACTOR**

JAMES F. LILJA, M.D., INC., a California professional corporation, d.b.a. BAY AREA GYNECOLOGY ONCOLOGY

DocuSigned by:  
*Ken Winters*  
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\_\_\_\_\_  
Ken Winters  
By: \_\_\_\_\_  
Its Ken Winters \_\_\_\_\_

3/1/2022 | 11:13 AM PST  
Date: \_\_\_\_\_, 2022

**NATIVIDAD MEDICAL CENTER**

DocuSigned by:  
*Charles Harris*  
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\_\_\_\_\_  
Deputy Purchasing Agent

3/25/2022 | 4:33 PM PDT  
Date: \_\_\_\_\_, 2022

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
*Stacy Sietta*  
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\_\_\_\_\_  
Stacy Sietta, Deputy County Counsel

3/1/2022 | 11:15 AM PST  
Date: \_\_\_\_\_, 2022

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
*Burcu Mousa*  
811C333563B9474...  
\_\_\_\_\_  
Deputy Auditor/Controller

3/2/2022 | 9:51 AM PST  
Date: \_\_\_\_\_, 2022