

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the “**Amendment**”) is made and entered into as of April 1, 2024 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and BAY AREA GYNECOLOGY ONCOLOGY, INC., a California professional corporation (formerly known as James F. Lilja, M.D., Inc.) (“**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, April 1, 2021, and April 1, 2022 (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 Four Hundred Thousand Dollars (\$400,000), update Urogynecology compensation as set forth in Exhibit 2.1, to extend the term of the Agreement for an additional twelve (12) months from its existing expiration date, and to update Exhibit 1.12, 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 Nine Hundred Ten Thousand Dollars (\$1,910,000).”

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 February 1, 2018 (the **“Effective Date”**), and shall continue until March 31, 2025 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

3. **Exhibit 1.12.** Exhibit 1.12 to the Agreement shall be deleted and replaced in its entirety and attached hereto as **Exhibit 1.12.**

4. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby 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.

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

BAY AREA GYNECOLOGY ONCOLOGY, INC, a California professional corporation

DocuSigned by:
Dr. James Lilja
C83AC29313E827E...
By: Dr. James Lilja
Its President

Date: 1/24/2024 | 3:29 PM PST

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 1/25/2024 | 3:35 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Deputy Auditor/Controller

Date: 1/26/2024 | 8:44 AM PST

Exhibit 1.12**MEDICAL STAFF POLICY**

Title: Practitioner Code of Conduct	Number: MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.
2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.
6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.
6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.
2. Falsification of medical records, including timekeeping records and other Natividad documents.
3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.
8. Harassment
 - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
 1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
 2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

3. Otherwise adversely affects an individual's employment opportunity.
- b. Harassing conduct includes, but is not limited to:
1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
 2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.
 10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.
 11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.
 12. Single incident of egregious behavior, such as an assault or other criminal act.
 13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

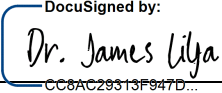


MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	Effective: 05/09 Reviewed/Revised: 12/22
Standard: MSP004-2	Approved: MEC 12/22 BOT 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name: Dr. James Lilja

Signature:  CC8AC29513F947D...

Date: 1/24/2024 | 3:29 PM PST

Exhibit 2.1

COMPENSATION

1. **Professional Services Compensation.**

(a) **Gynecology Oncology.** Hospital shall pay to Contractor the amount of Four Hundred Twenty-Five Dollars (\$425) per hour for those Professional Services provided by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. The Compensation is inclusive of travel expenses and Contractor shall not receive additional reimbursement for travel expenses. In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no additional compensation to Contractor for Contractor's availability and provision of telephone consultations hereunder.

(b) **Urogynecology.** Hospital shall pay to Contractor the amount of Two Hundred Eighty-One Dollars (\$281) per hour for those Professional Services provided by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. The Compensation is inclusive of travel expenses and Contractor shall not receive additional reimbursement for travel expenses. In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no additional compensation to Contractor for Contractor's availability and provision of telephone consultations hereunder.

2. **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".