Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

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

Agreement No.: A-15828
a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Professional Services Agreement with Yu-Chuan Liu MD to provide cardiology services at Natividad, adding $200,000 for a revised not to exceed amount of $300,000, but with no change to the original agreement term of July 1, 2021 to June 30, 2023; and
b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% ($10,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 7th day of June 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 June 7, 2022.

Dated: June 13, 2022
File ID: A 22-236
Agenda Item No.: 17

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: FB4420A6-A474-4291-9915-7A2542A37A63

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the **"Amendment"**) is made and entered into as of July 1, 2022 by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and YU-CHUAN LIU, M.D., an individual (**"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 July 1, 2021 (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 Two Hundred Thousand Dollars ($200,000), 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 to read in its entirety as follows:

> **"1.1 Professional Services.** Contractor shall provide the services in the Specialty (the **"Professional Services"**) to Patients, initially four (4) half days (i.e., four (4) hours) (**"Half Day"**) per month upon the terms and subject to the conditions set forth in this Agreement. The initial schedule may be modified from time to ensure patient safety, quality care, high efficiencies and patient satisfaction. Such changes shall be approved in writing by the Chief Medical Officer at least thirty (30) days in advance."

3. **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 Three Hundred Thousand Dollars ($300,000)."

DocuSign Envelope ID: FB4420A6-A474-4291-9915-7A2542A37A63

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]

DocuSign Envelope ID: FB4420A6-A474-4291-9915-7A2542A37A63

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

CONTRACTOR

YU-CHUAN LIU, M.D., an individual

DocuSigned by:
Yu-Chuan Liu
46BD1382112E41C...

Date: 5/12/2022 | 5:45 PM PDT

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: 6/14/22

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99E444A9...

Stacy Saetta, Deputy County Counsel

Date: 5/17/2022 | 9:01 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Gary Giboney
D3834BEEC1D8449...

Deputy Auditor/Controller

Date: 5/17/2022 | 9:11 AM PDT