

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2017, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and BOB PENG, 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 under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of May 1, 2014, as amended effective July 1, 2015 (collectively the “**Agreement**”) pursuant to which Contractor provides Specialty services to Patients of Hospital.
- C. Hospital and Contractor desire to amend the Agreement to extend the term an additional twenty-four (24) months and to change the reimbursement amount for professional liability insurance from an hourly to a daily rate.

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. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety and attached hereto as Exhibit 2.1.
- 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 May 1, 2014 (the “**Effective Date**”), and shall continue until June 30, 2019 (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

BOB PENG, M.D., an individual



Date: 3/25, 2017

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:



Stacy Saetta, Deputy County Counsel

Date: 4/3, 2017

APPROVED AS TO FISCAL PROVISIONS:



Deputy Auditor/Controller

Date: 4/4, 2017

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Twenty-Five Dollars (\$125) per hour for those Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in Article III of the Agreement, Hospital shall deduct Thirty-Eight Dollars and Fifty-Nine Cents (\$38.59) per day worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor.

3. **Timing.** Hospital shall pay the compensation due for 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 Services were performed, Hospital shall not be obligated to pay Contractor for 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".