

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 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).”

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

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

DocuSigned by:
Yu-Chuan Liu
48BD1382112E41C...

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

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

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
D3834BFEC1D8449...
Deputy Auditor/Controller

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