

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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By: Ken Winters
Its Ken Winters

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

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 2022

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1800F444A0...

Stacy Saetta, 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