

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") is made and entered into as of April 1, 2020 by and between COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("Hospital"), and JAMES F. LILJA, M.D., INC., a California 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 February 1, 2018 (the "Agreement") pursuant to which Contractor provides Services to Patients in need of medical care or treatment in the Specialty.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four (24) months, increase the aggregate compensation by Three Hundred Thousand Dollars (\$300,000), modify the time commitment to allow for telephone consultations, and replace Exhibit 2.1, as set forth herein.

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 1.4. Section 1.4 to the Agreement is hereby amended and restated to read in its entirety as follows:

"1.4 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services and Additional Services as reasonably requested by Hospital from time to time, on-site initially a minimum of eight (8) hours per week. In addition, Contractor shall be available, twenty-four (24) hours per day, seven (7) days per week, by telephone for consultations, except when on vacation or otherwise unavailable, as communicated to Hospital by Contractor."

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 sum of Seven Hundred Ten Thousand Dollars (\$710,000).”

4. **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, 2022 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

5. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety and attached hereto as **Exhibit 2.1.**

6. **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.

7. **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.


8. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

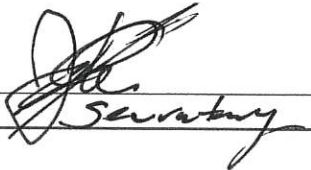
IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

JAMES F. LILJA, M.D., INC., a California corporation, d.b.a. BAY AREA GYNECOLOGY ONCOLOGY

By: 
Its President

Date: 1/24/, 2020

By: 
Its Secretary

Date: 1.24, 2020

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 2020

APPROVED AS TO LEGAL PROVISIONS:


Stacy Saetta, Deputy County Counsel

Date: 2/18, 2020

APPROVED AS TO FISCAL PROVISIONS:


Deputy Auditor/Controller

Date: 2/20, 2020

Exhibit 2.1

COMPENSATION

1. **Professional Services.**

a. During the period from April 1, 2020 to March 31, 2021, Hospital shall pay to Contractor the amount of Four Hundred Seven Dollars (\$407) per hour for those Professional Services provided to Patients 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.

b. During the period from April 1, 2021 to March 31, 2022, 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.

c. 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".