



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15734 ; Amendment No.: 4

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Fourth Amendment to the Professional Services Agreement (A-15734) with Lena Nerjis Malik M.D. to provide pediatric hospitalist services, extending the term by twenty-four months (April 1, 2024 to March 31, 2026) for a revised full agreement term of July 1, 2017 to March 31, 2026 and adding \$100,000 for a revised total not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the CEO for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% (\$10,000) of the original contract amount and do not increase the total contract amount above \$310,000.

PASSED AND ADOPTED on this 12th day of March 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

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 March 12, 2024.

Dated: March 19, 2024

File ID: A 24-071

Agenda Item No.: 31

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of April 1, 2024 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and LENA NERJIS MALIK, 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 July 1, 2017, as amended effective as of July 1, 2019 and July 1, 2021, and April 1, 2022 (collectively, the “**Agreement**”) pursuant to which Contractor provides pediatric hospitalist services to Hospital Patients.

C. Hospital and Contractor desire to increase the aggregate amount payable to Contractor by One Hundred Thousand Dollars (\$100,000), to extend the term of the Agreement by twenty-four (24) months and to modify the compensation rates in Exhibit 2.1 of the Agreement, 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 Three Hundred Thousand Dollars (\$300,000).”

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 July 1, 2017 (the “**Effective Date**”), and shall continue until March 31, 2026 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

4. **Exhibit 2.1**. Exhibit 2.1 to the Agreement shall be deleted and replaced in its entirety and attached hereto as Exhibit 2.1.

5. **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.

6. **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.

7. **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

LENA NERJIS MALIK, M.D., an individual

DocuSigned by:

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Date: 2/3/2024 | 1:03 AM PST

NATIVIDAD MEDICAL CENTER

DocuSigned by:

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Deputy Purchasing Agent

Date: 3/22/2024 | 12:05 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:

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Stacy Saetta, Deputy County Counsel

Date: 2/5/2024 | 9:21 AM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

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Deputy Auditor/Controller

Date: 2/5/2024 | 10:31 AM PST

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Twenty Dollars (\$120) per hour for those Professional 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 the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per Shift worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a "**Shift**" shall mean twenty-four (24) hours a day. This represents the then current rate and is subject to change.

3. **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".