

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "**Amendment**") is made and entered into as of April 1, 2021, 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 effective February 1, 2018, as amended effective April 1, 2020 (collectively, the "**Agreement**") pursuant to which Contractor provides Services to Patient in need of medical care or treatment in the Specialty.

C. Hospital and Contractor desire to amend the Agreement to add the specialty of urogynecology to the Professional Services and add One Hundred Thousand Dollars (\$100,000) to the aggregate amount payable to Contractor.

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. **Recital B.** Recital B to the Agreement is hereby amended and restated to read in its entirety as follows:

"B. Contractor is a professional corporation organized under the laws of the State of California (the "**State**"), consisting of employees and contractors (collectively, "**Group Physicians**" and each, a "**Group Physician**"), each of whom is a physician duly licensed and qualified to practice medicine in the State. Each Group Physician is board certified for the practice of medicine in the specialties of gynecology oncology and urogynecology (collectively, the "**Specialty**")."

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 Eight Hundred Ten Thousand Dollars (\$810,000).”

4. **Exhibit 1.1.** Exhibit 1.1 to the Agreement is hereby deleted and replaced in its entirety and attached hereto as **Exhibit 1.1.**

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

Date: Feb 9, 2021

By: James F. Lilja
Its President

By: [Signature]
Its _____

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: _____, 20__

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____, 20__

Exhibit 1.1

PROFESSIONAL SERVICES

Contractor shall provide a Group Physician to render:

1. outpatient care services in the Specialty Clinic, initially four (4) hours per week;
2. professional services to Hospital patients, including inpatient/outpatient procedures in the Operating Room;
3. Specialty consultations; and
4. Urogynecology services as needed and/or requested by Hospital from time-to-time.

Exhibit 2.1

COMPENSATION

1. **Professional Services Compensation.**

(a) **Gynecology Oncology.** 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. 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.

(b) **Urogynecology.** Hospital shall pay to Contractor the amount of Two Hundred Sixty-Eight Dollars (\$268) 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. 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".