

THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2018, 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, “**Clinics**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of March 1, 2015, and amended effective as of July 1, 2016 and June 1, 2018 (collectively, the “**Agreement**”) pursuant to which Contractor provides professional services and additional services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four (24) months, increase the annual aggregate amount by an additional Four Hundred Thousand Dollars (\$400,000) per Contract Year, and add certain clarifying language to **Exhibit 2.1**.

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 sum of Two Million Two Hundred Sixty Thousand Dollars (\$2,260,000).”

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

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 March 1, 2015 (the **“Effective Date”**), and shall continue until June 30, 2020 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

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

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

Date: _____, 20__

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 2.1

COMPENSATION

1. **Coverage Services.** Hospital shall pay to Contractor an amount equal to Six Hundred Twenty Four Dollars (\$624) per twenty-four (24) hour period for Coverage Services provided pursuant to this Agreement (the “**Coverage Services Compensation**”). Hospital shall pay the Coverage Services Compensation only for Coverage Services requested by Hospital and provided by Contractor. If Contractor is simultaneously providing Coverage Services and Professional Services at Hospital, the Coverage Services Compensation shall be decreased by an amount equal to the hourly rate for each hour spent by Contractor providing Professional Services.

2. **Professional Services.** Hospital shall pay to Contractor the amount of Two Thousand Sixty-Five Dollars (\$2,065) per eight (8) hour day for those Professional Services provided to Hospital Patients, including, without limitation, all Hospital inpatient consults, interpretation services and Professional Services provided to Hospital Patients (the “**Hospital Services**”) rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. In the event that Contractor provides less than eight (8) hours of Hospital Services per day, Hospital shall pay to Contractor an amount equal to Two Hundred Fifty-Eight Dollars (\$258) per hour for each hour of Hospital Services provided by Contractor.

3. **Timing.** Hospital shall pay the compensation due for 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 Services were performed, Hospital shall not be obligated to pay Contractor for 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”.

4. **Annual Cap.** Hospital’s maximum obligation under this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000) per Contract Year. For purposes of this Agreement, “**Contract Year**” shall mean each consecutive twelve (12) month period beginning on the Effective Date during the term of this Agreement.