

**SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES  
AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of June 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 (collectively, the “**Agreement**”) pursuant to which Contractor provides professional services and additional services to Hospital Patients.

C. Hospital previously had four (4) physicians in the Specialty providing Services (as defined in the Agreement) to Hospital Patients. Accordingly, Contractor provided the Services on a part-time basis.

D. Hospital and Contractor desire to amend the Agreement to add Sixty Thousand Dollars (\$60,000) to the aggregate amount payable to Contractor in light of the increased need by Hospital for Contractor to provide the Services for additional days not previously contemplated by the Parties due to an unexpected death of one of the physicians in the Specialty who previously provided such Services.

**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 Thousand Dollars (\$1,460,000).”

3. **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.

4. **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.

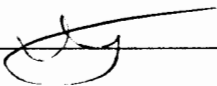
5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[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

  
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Date: 5/14/2018

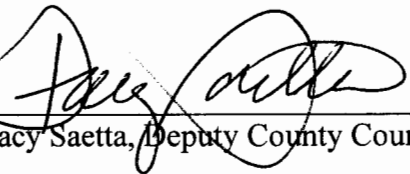
**NATIVIDAD MEDICAL CENTER**

  
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Deputy Purchasing Agent

Date: 6/1, 2018

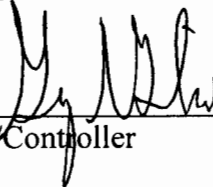
**APPROVED AS TO LEGAL PROVISIONS:**

  
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Stacy Saetta, Deputy County Counsel

Date: 5/30, 2018

**APPROVED AS TO FISCAL PROVISIONS:**

  
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Deputy Auditor/Controller

Date: 5/30, 2018