



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-15828 ; Amendment No.: 2

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the Second Amendment to the Professional Services Agreement (A-15828) with Yu-Chuan Liu MD to provide electrophysiology cardiology services, extending the term by twenty-four months (July 1, 2023 to June 30, 2025) for a revised full agreement term of July 1, 2021 to June 30, 2025, and adding \$500,000 for a revised not to exceed amount of \$800,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 27th day of June 2023, 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 June 27, 2023.

Dated: June 28, 2023

File ID: A 23-292

Agenda Item No.: 43

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



Emmanuel H. Santos, Deputy

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2023 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, the “**Clinic**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2021, and as amended effective as of April 1, 2022 (collectively, the “**Agreement**”), pursuant to which Contractor provides the Specialty services to Patients.

C. Hospital and Contractor desire to extend the term by twenty-four (24) months and add to Five Hundred Thousand Dollars (\$500,000) to the aggregate amount payable to Contractor, 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 Eight Hundred Thousand Dollars (\$800,000).”
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 August 1, 2019 (the “**Effective Date**”) and shall continue until June 30, 2025 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

4. **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.

5. **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.

6. **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

DocuSigned by:

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Date: 6/12/2023 | 2:43 PM PDT

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____