

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and YU-CHUAN LIU, M.D., an individual (“**Contractor**”) is entered into on the date executed by all Parties. County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

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, and July 1, 2023 (collectively, the “**Agreement**”), pursuant to which Contractor provides Specialty services to Patients.

C. Hospital and Contractor desire to amend the Agreement to add professional liability reimbursement language to the compensation exhibit, extend the term by twenty-four (24) months, and add Six Hundred Eighty Thousand Dollars (\$680,000) to the aggregate amount payable to the 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 One Million Four Hundred Eighty Thousand Dollars (\$1,480,000).”

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, 2021 (the **“Effective Date”**) and shall continue until June 30, 2027 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

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

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., M.D., an individual

Signed by:


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Date: 3/27/2025 | 11:43 PM PDT

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:


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Stacy Saetta, Deputy County Counsel

Date: 4/1/2025 | 12:48 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:


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Deputy Auditor/Controller

Date: 4/2/2025 | 8:37 AM PDT

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of Three Hundred Twenty-Five Dollars (\$325) 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 day worked, not to exceed Two Hundred Thirty-One Dollars and Forty-Five Cents (\$231.45) per month, by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. This rate 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".