



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14299; Amendment No.: 4

- a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Fourth Amendment to the Professional and Call Coverage Services Agreement (A-14299) with Cardiopulmonary Associates Medical Group (CPA) to provide pulmonary medicine and critical care services, extending the term by twenty-four months (July 1, 2022 to June 30, 2024) for a revised full agreement term of July 1, 2018 to June 30, 2024 and adding \$200,000 for a revised not to exceed amount of \$600,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) amendments to the 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 7th day of June 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

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 7, 2022.

Dated: June 13, 2022
File ID: A 22-242
Agenda Item No.: 18

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

Julian Lorenzana, Deputy

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2022 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and CARDIO-PULMONARY ASSOCIATES MEDICAL GROUP, INC., a California professional corporation (“**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, 2016, as amended effective July 1, 2018, May 1, 2019, and April 14, 2020 (collectively, the “**Agreement**”), pursuant to which Contractor provides the Specialty services to Patients.

C. Hospital and Contractor desire to increase the aggregate amount payable to Contractor by Two Hundred Thousand Dollars (\$200,000) and to extend the term of the Agreement for an additional term of twenty-four (24) months, 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 Six Hundred Thousand Dollars (\$600,000)”.

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, 2016 (the **“Effective Date”**), and shall continue until June 30, 2024 (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]

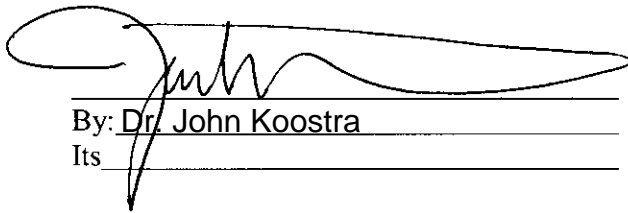
IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

CARDIO-PULMONARY ASSOCIATES
MEDICAL GROUP, INC., a California
professional corporation


By: Dr. Hans Poggenmeyer
Its _____

Date: 4/19/22


By: Dr. John Koostra
Its _____

Date: 4/19/22

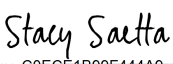
NATIVIDAD MEDICAL CENTER

DocuSigned by:

4E1F837D204E401...
Deputy Purchasing Agent

Date: 6/22/2022 | 10:27 AM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:

60E6E1B90F444A8...
Stacy Saetta, Deputy County Counsel

Date: 4/19/2022 | 8:42 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

811C333563B9474...
Deputy Auditor/Controller

Date: 4/21/2022 | 12:55 PM PDT