



## Monterey County Board of Supervisors

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### Board Order

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

**Agreement No.: A-14417 ; 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 and Call Coverage Services Agreement (A-14417) with Boris H. Borazjani MD, Inc. to provide acute care surgical services, extending the term by twenty-four months (July 1, 2023 to June 30, 2025) for a revised full agreement term of July 1, 2019 to June 30, 2025, and adding \$400,000 for revised not to exceed amount of \$1,100,000 in the aggregate; and
- b. Authorize the Deputy Purchasing Agent or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount.

PASSED AND ADOPTED on this 27<sup>th</sup> 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 23-290  
Agenda Item No.: 42

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

Emmanuel H. Santos, Deputy

**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 July 1, 2023, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and BORIS H. BORAZJANI, M.D., 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 and Level II Trauma Center 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 and Call Coverage Services Agreement dated effective July 1, 2019 as amended effective July 1, 2021 (the “**Agreement**”) pursuant to which Contractor provides general and critical care surgical services to Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four (24) months and add Four Hundred Thousand Dollars (\$400,000) to the aggregate amount payable to Contractor.

**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 ~~Seven Hundred~~ *one million* ~~Thousand Dollars (\$1,100,000).”~~ *one hundred* B.H.

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, 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**

**BORIS H. BORAZJANI, M.D., INC, a California professional corporation**

DocuSigned by:  
  
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Date: 6/16/2023 | 12:35 PM PDT

**NATIVIDAD MEDICAL CENTER**

  
Deputy Purchasing Agent

Date: 8/19/23

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
  
C0ECE1B99F444A9  
Stacy Saetta, Deputy County Counsel

Date: 8/17/2023 | 1:31 PM PDT

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
  
E79EF64E57464F8  
Deputy Auditor/Controller

Date: 8/18/2023 | 9:02 AM PDT