Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13164; Amendment No.: 3
a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Third Amendment to the Professional and Call Coverage Services Agreement (A-13164) with Central Coast Head & Neck Surgeons to provide otolaryngology and audiology services, extending the term by twenty-four months (July 1, 2022 to June 30, 2024) for a full revised term of July 1, 2016 to June 30, 2024, and adding $1,500,000 for a revised amount not to exceed $6,000,000 in the aggregate; and
b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% ($150,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 21st 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 21, 2022.

Dated: June 24, 2022
File ID: A 22-318
Agenda Item No.: 32

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

Julian Lorenzana, Deputy

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THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE 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 CENTRAL COAST HEAD AND NECK SURGEONS, A MEDICAL GROUP, INC., a California 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 **"Clinics"**).

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of July 1, 2016, as amended effective July 1, 2018 and July 1, 2020 (collectively, the **"Agreement"**) pursuant to which Contractor provides Specialty services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by an additional twenty-four (24) months and increase the aggregate amount payable by One Million Five Hundred Thousand Dollars ($1,500,000).

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 1.1(d)**. Section 1.1(d) to the Agreement is hereby added to the Agreement to read as follows:

> "(d) Contractor shall provide a qualified audiologist and audiometric technician to provide the Audiology Services described in **Exhibit 1.1(d)** of this Agreement."

3. **Section 1.22**. Section 1.22 to the Agreement is hereby amended and restated to read in its entirety as follows:

> "**1.22 Response Times**. Contractor shall ensure that each Group Physician responds in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with Hospital Rules and the American College of Surgeons ("**ACS**") requirements and guidelines for a Level II Trauma Center. Contractor shall ensure that each Group Physician responds within forty (40) minutes by phone, if asked to respond

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by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital."

4. **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 Six Million Dollars ($6,000,000)."

5. **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."

6. **Exhibit 1.(d)**. A new Exhibit 1.1(d) is hereby added to the Agreement and attached hereto as **Exhibit 1.1(d)**.

7. **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.

8. **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.

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

[signature page follows]

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Exhibit 1.1(d)

Audiology Services

1. Contractor shall provide a qualified audiologist and audiology technician to provide the Audiology Services as follows:

   a) administer and evaluate audiological tests to Hospital inpatients and outpatients, as needed, pursuant to appropriate referrals;

   b) provide adequate documentation regarding test results, together with appropriate recommendations;

   c) complete and send reports and letters to outside sources within a week of testing;

   d) provide, instruct and supervise bilingual an audiometric technician who assists in the testing and clerical duties;

   e) provide audiology services and evaluations to all Hospital Patients which are age appropriate and specific to their needs. The age range of Hospital patients includes infancy to adulthood to geriatric ages; and

   f) meet all Title 22, California Code of Regulations, Joint Commission and California Children Services (CCS) requirements in the provision of Audiology Services.

2. On or before the first day of each month, Contractor shall inform Hospital of the audiologist and audiology technician schedules of availability to perform the Audiology Services during the following month.

3. Contractor shall notify appropriate Hospital manager of absence and/or change of coverage and make appropriate arrangements for patient care to include rescheduling any appointments when audiologists and/or audiometric technician is unavailable.

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

CONTRACTOR

CENTRAL COAST HEAD AND NECK SURGEONS, A MEDICAL GROUP, INC., A CALIFORNIA CORPORATION

By: _____ Date: 6/24/2022

Its _____

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles Harris
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Date: 7/6/2022 | 4:40 PM PDT

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
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Date: 7/5/2022 | 4:24 PM PDT

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
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Date: 7/6/2022 | 2:23 PM PDT

Deputy Auditor/Controller