



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14150, 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-14150) with Kuong Ngann, D.O. to provide general and critical care surgery services at NMC, adding \$400,000 for a revised not to exceed amount of \$900,000, but not changing the term of the Agreement which is November 1, 2018 to June 30, 2021; and
- b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not cause an increase of more than ten percent 10% (\$50,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 8th day of December 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker 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 December 8, 2020.

Dated: December 8, 2020
File ID: A 20-379
Agenda Item No.: 29

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

Joel G. Pablo, Deputy

**SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES
AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Kuong Ngann, D.O., an individual (“**Contractor**”) with respect to the following shall be in effect from the date signed by all parties, (the “**Effective Date**”):

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 November 1, 2018, amended June 16, 2020 (collectively, the “**Agreement**”) pursuant to which Contractor provides Specialty services to Hospital’s Patients.

C. Hospital and Contractor desire to amend the Compensation and add Four Hundred Thousand Dollars (\$400,000) to the aggregate amount paid under the Agreement.

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 Nine Hundred Thousand Dollars (\$900,000).”

3. **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.

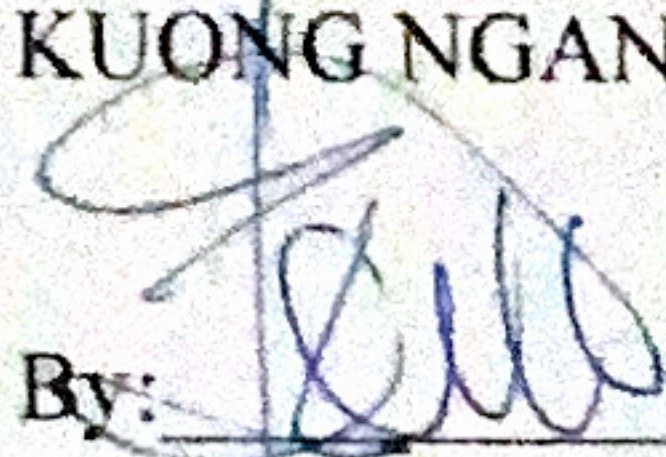
4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

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

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

CONTRACTOR

KUONG NGANN, D.O., an individual

By: 
Its _____

Date: 11/23/2020, 2020

NATIVIDAD MEDICAL CENTER

Dr. Gary R. Gray
Deputy Purchasing Agent

Date: 12/17/20, 20

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 12/15/2020, 20

APPROVED AS TO FISCAL PROVISIONS:

Gary K Giboney
Deputy Auditor/Controller

Date: 12-16-2020, 20