



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-13157, Amendment No. 1

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-13157) with Juan Calzetta M.D. to provide vascular surgery services at NMC, extending the term by twenty-four months (July 1, 2018 to June 30, 2020) for a revised full agreement term of July 1, 2016 to June 30, 2020 and adding \$600,000 for a revised amount not to exceed of \$1,300,000 in the aggregate; and
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$70,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 5<sup>th</sup> day of June 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

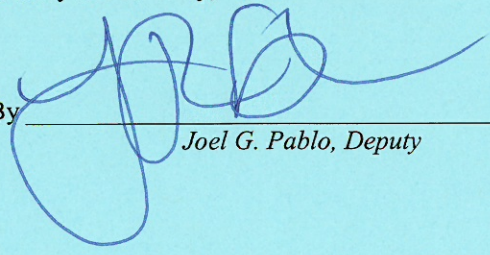
ABSENT: None

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 81 for the meeting June 5, 2018.

Dated: June 19, 2018  
File ID: A 18-176

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

By \_\_\_\_\_

  
Joel G. Pablo, Deputy

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

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2018, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and JUAN CALZETTA, M.D., an individual (“**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 (the “**Agreement**”) pursuant to which Contractor provides Specialty services to Hospital’s Patients.
- C. Hospital and Contractor desire to amend the Agreement to extend the term by an additional twenty-four (24) months and to increase the aggregate amount payable by Six Hundred Thousand Dollars (\$600,000).

**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 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 One Million Three Hundred Thousand Dollars (\$1,300,000).”

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, 2020 (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**

JUAN CALZETTA, M.D., an individual

By:   
Its \_\_\_\_\_

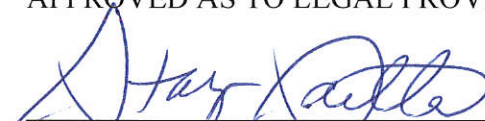
Date: 3/26, 2018

**NATIVIDAD MEDICAL CENTER**

  
\_\_\_\_\_  
Deputy Purchasing Agent

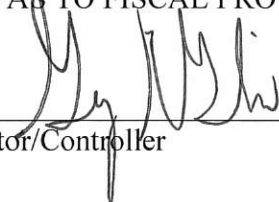
Date: 6/21, 2018

APPROVED AS TO LEGAL PROVISIONS:

  
\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: 4/6, 2015

APPROVED AS TO FISCAL PROVISIONS:

  
\_\_\_\_\_  
Deputy Auditor/Controller

Date: 4-9, 2018