Monterey County
Board of Supervisors

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

Board Order

Agreement No.: A-13164, Amendment No. 1

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

a. Authorized 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 (13164) with Central Coast Head & Neck Surgeons to provide otolaryngology and audiology services at NMC, extending the term by twenty-four months (July 1, 2018 to June 30, 2020) for a full revised term of July 1, 2016 to June 30, 2020, and adding $1,500,000 for a revised amount not to exceed $3,000,000 in the aggregate; and

b. Authorized 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% ($150,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 5th 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 18-178

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 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 (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 to 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 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 Three Million Dollars ($3,000,000)."

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

CENTRAL COAST HEAD AND NECK SURGEONS, A MEDICAL GROUP, INC., a California Corporation

By: _____ Date: 3/26, 2018

Its _____

NATIVIDAD MEDICAL CENTER

_____ Date: 5/21, 2018

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

_____ Date: 4/6, 2018

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

_____ Date: 4-9, 2018

Deputy Auditor/Controller