Monterey County
Board of Supervisors

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Board Order

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

Agreement No.: A-13164

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-13164) with Central Coast Head & Neck Surgeons to provide otolaryngology and audiology services at NMC, extending the term by twenty-four months (July 1, 2020 to June 30, 2022) for a full revised term of July 1, 2016 to June 30, 2022, and adding $1,500,000 for a revised amount not to exceed $4,500,000 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% ($150,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 9th day of June 2020, by the following vote, to wit:

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 June 9, 2020.

Dated: June 9, 2020
File ID: A 20-140
Agenda Item No.: 19

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

Joel Pablo

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**") is made and entered into as of July 1, 2020, 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 (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 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 Four Million Five Hundred Thousand Dollars ($4,500,000)."

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, 2022 (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: May 28, 20 20
Its Financial Officer

NATIVIDAD MEDICAL CENTER

_____ Date: 6/29, 20 20
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

_____ Date: 6/25/2020, 20__
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

Burcu Mousa
_____ Date: 06/29/2020, 20__
Deputy Auditor/Controller