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DO 3437

File ID A 12-147 No. 15



## Monterey County

### Board Order

BoS Agreement: A 12-147

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

#### Agreement No. A-11850

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the First Amendment to the Professional Services Agreement A-11850 with Salinas Valley Plastic Surgery Associates to provide plastic surgery services at NMC, extending the Agreement to August 31, 2013 and adding \$200,000 for a revised total Agreement amount not to exceed \$400,000 in the aggregate.

PASSED AND ADOPTED on this 31st day of July 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on July 24, 2012.

Dated: July 31, 2012  
File Number: A 12-147

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "**Amendment**") is made and entered into as of **August 1, 2012**, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and SALINAS VALLEY PLASTIC SURGERY ASSOCIATES, A MEDICAL CORPORATION, a California professional corporation ("**Contractor**") with respect to the following:

### RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Services Agreement dated August 1, 2011 (the "**Agreement**") pursuant to which Contractor provides professional services in the Specialty to Hospital Patients.
- C. Hospital and Contractor desire to amend 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. **Exhibit 1.11.** **Exhibit 1.11** to the Agreement is hereby amended to read in its entirety as attached hereto as Attachment A.

3. **Section 2.1.** Section 2.1 to the Agreement is hereby amended 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 Hundred Thousand Dollars (\$400,000)** for the full term of this Agreement."

4. **Section 5.1.** Section 5.1 to the Agreement is hereby amended to read in its entirety as follows:

**5.1 Term.** This Agreement shall become effective on August 1, 2011 (the "**Effective Date**"), and shall continue until July 31, 2013 (the "**Expiration Date**"), subject to the termination provisions of this Agreement."

5. **New Section 5.8.** Section 5.8 is hereby added to the Agreement to read in its entirety as follows:

**"5.8 Immediate Removal of Group Physicians.** Contractor shall immediately remove any Group Physician from furnishing Services under this Agreement who:

- (a) has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- (b) has his or her license to practice medicine in the State, DEA registration denied, suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- (c) is convicted of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to Professional Services or the practice of medicine;
- (d) is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;
- (e) fails to satisfy any of the standards and qualifications set forth in Sections 1.7, 1.8, 1.10 and 1.12 of this Agreement; or
- (f) fails to be covered by the professional liability insurance required to be maintained under this Agreement."

6. **New Section 5.9.** Section 5.9 is hereby added to the Agreement to read in its entirety as follows:

**"5.9 Removal of Group Physicians upon Hospital Request.** Upon written request by Hospital, Contractor shall immediately remove any Group Physician from furnishing Services under this Agreement who:

- (a) engages in conduct that, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital;
- (b) fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply; or

7. **New Section 5.10.** Section 5.10 is hereby added to the Agreement to read in its entirety as follows:

**"5.9 Effect of Removal.** Upon the removal of a Group Physician pursuant to Section 5.8 or Section 5.9 of this Agreement, Contractor shall employ, contract with, or otherwise engage, at its cost and expense, a qualified substitute for the

removed Group Physician, or shall demonstrate to Hospital's satisfaction Contractor's ability to continuously perform the Services without such a substitute. Failure to take such action shall constitute a material breach of this Agreement, subject to Section 5.2. Nothing herein shall be construed to limit Hospital's rights under Section 5.2 or any other provision of this Agreement."

8. **Section 6.3.** Section 6.3, "Attorneys' Fees," to the Agreement is hereby deleted in its entirety.

9. **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.

10. **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.

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


*[signature page follows]*

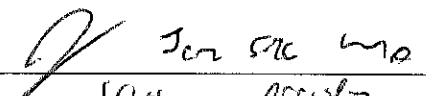
IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

SALINAS VALLEY PLASTIC SURGERY  
ASSOCIATES, A MEDICAL  
CORPORATION, a California professional  
corporation

Date: June 19, 2012

By:   
Its president

By:   
Its Vice president

Tax I.D. No. 94-2252409

**NATIVIDAD MEDICAL CENTER**

Purchase Order Number \_\_\_\_\_

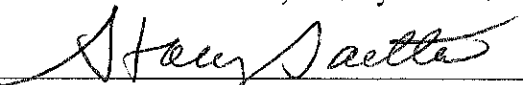
By:   
Contracts /Purchasing Manager

Date: 8-1, 2012

By:   
Natividad Medical Center Representative

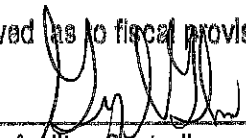
Date: 6/26, 2012

APPROVED AS TO LEGAL FORM:  
CHARLES J. McKEE, County Counsel

  
Stacy Saetta, Deputy County Counsel

Date: 6/28, 2012

Reviewed as to fiscal provisions

  
Auditor-Controller  
County of Monterey  
6/28/12

**PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT**

by and between

**NATIVIDAD MEDICAL CENTER ("Hospital")**

and

**SALINAS VALLEY PLASTIC SURGERY ASSOCIATES, A MEDICAL  
CORPORATION ("Contractor")**

## MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	<b>July 26, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the renewal Professional Medical Services Agreement with Salinas Valley Plastic Surgery Associates to provide Plastic Surgery Services at NMC in an amount not to exceed \$200,000 for the period August 1, 2011 to July 31, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

### RECOMMENDATION:

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the renewal Professional Medical Services Agreement with Salinas Valley Plastic Surgery Associates to provide Plastic Surgery Services at NMC in an amount not to exceed \$200,000 for the period August 1, 2011 to July 31, 2012.

### SUMMARY/DISCUSSION:

Salinas Valley Plastic Surgery Associates is a California Partnership consisting of physicians that are licensed to practice medicine in the state of California. NMC currently has an agreement with Salinas Valley Plastic Surgery Associates to provide emergency department call coverage as well as two plastic surgery clinics per month in the outpatient specialty clinic. NMC wishes to renew the agreement with Salinas Valley Plastic Surgery Associates to continue to provide plastic surgery services to patients without interruption.

The amount of the fiscal year 2011 agreement was \$200,000. The maximum liability of this renewal agreement is \$200,000 and is equal to the compensation times the projected number of clinic days and call coverage that will be provided in fiscal year 2012. NMC has obtained an independent opinion of fair market value supporting the payment terms of this Agreement.

### OTHER AGENCY INVOLVEMENT:

The Agreement has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

### FINANCING:

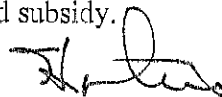
The total cost of this Agreement is not to exceed \$200,000, \$184,000 is included in the fiscal year 2012 budget and the remaining balance of \$16,000 will be budgeted for fiscal year 2013. This action will not require any additional General Fund subsidy.

Prepared by:

Jeanne-Ann Balza  
Management Analyst

June 10, 2011

755-4194



Harry Weis, Chief Executive Officer

Attachments:

Board Order

Attachments on File with the Clerk of the Board