

## Monterey County Board of Supervisors

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

### Board Order

**Agreement No.: A-12234**

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the Seventh Amendment to the Professional Services Agreement (A-12234) with Danny Tan DDS to provide dental services to NMC patients, effective January 1, 2017, adding \$25,000 for a revised total not to exceed amount of \$370,000 for the full term of the Agreement, February 1, 2011 to June 30, 2017.

PASSED AND ADOPTED on this 13th day of December 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, 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 79 for the meeting on December 13, 2016.

Dated: December 20, 2016  
File ID: A 16-372

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

By  Deputy

## **SEVENTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT**

THIS SEVENTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "**Amendment**") is made and entered into as of January 1, 2017, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**NMC**"), and **DANNY TAN DDS** ("**Contractor**") with respect to the following:

### **RECITALS**

A. NMC operates the Natividad Immunology Division Outpatient Clinic, (the "**NIDO Clinic**"), a comprehensive primary care clinic that provides services, including referrals for dental services, to people over the age of thirteen with HIV/AIDS and other infectious diseases.

B. Contractor and NMC have entered into that certain Professional Service Agreement dated February 1, 2011, as amended on February 15, 2012; July 1, 2012; July 1, 2013; July 1, 2014; July 1, 2015 and July 1, 2016 (collectively, the "**Agreement**") pursuant to which Contractor provides comprehensive dental services to patients referred by the NIDO Clinic.

C. NMC and Contractor desire to amend the Agreement to add \$25,000 to the not to exceed amount.

### **AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, NMC 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. **Amended Section 1. PAYMENTS BY NMC.** Section 1 of the Agreement is hereby deleted and replaced with the following: "NMC shall pay the Contractor in accordance with the payment provisions set forth in Exhibit A, subject to limitations set forth in this Agreement. The total amount payable by NMC to Contractor under this agreement shall not exceed the sum of Three Hundred Seventy Thousand Dollars (\$370,000) in the aggregate."

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, NMC and Contractor have executed this Amendment  
as of the day and year first written above.

**CONTRACTOR**

**DANNY TAN DDS**

Date: 11/21, 2016

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

**NATIVIDAD MEDICAL CENTER**

  
Deputy Purchasing Agent

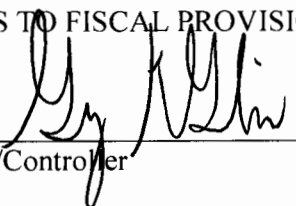
Date: 12/1, 2016

**APPROVED AS TO LEGAL PROVISIONS:**

  
Stacy Sietta, Deputy County Counsel

Date: 11/28, 2016

**APPROVED AS TO FISCAL PROVISIONS:**

  
Deputy Auditor/Controller

Date: 11/28, 2016