



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-14569

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the First Amendment to the Professional Services Agreement with Victoria Chew, M.D. to provide family medicine services at NMC, extending the term by twenty-four months (January 1, 2020 to December 31, 2021) for a revised full agreement term of November 1, 2018 to December 31, 2021, and adding \$200,000 for a revised total not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

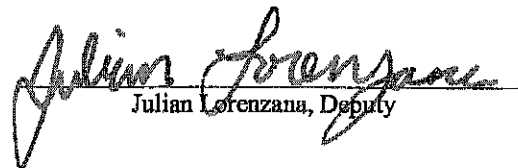
PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, 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 82 for the meeting December 10, 2019.

Dated: December 17, 2019
File ID: A 19-413
Agenda Item No.: 39

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


Julian Lorenzana, Deputy

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "**Amendment**") is made and entered into as of January 1, 2020, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and VICTORIA CHEW, M.D., an individual ("**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 November 1, 2018 (the "**Agreement**") pursuant to which Contractor provides services in the Specialty to Patients of Hospital.
- C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four (24) months and to increase aggregate compensation amount by Two Hundred Thousand Dollars (\$200,000).

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 aggregate amount of Three Hundred Thousand Dollars (\$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 November 1, 2018 (the "**Effective Date**"), and shall continue until December 31, 2021 (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.

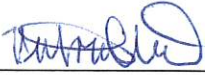
6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

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

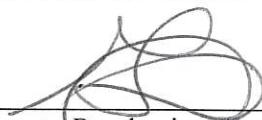
CONTRACTOR

VICTORIA CHEW, M.D an individual



Date: October 21, 2019

NATIVIDAD MEDICAL CENTER



Deputy Purchasing Agent

Date: 12/16, 2019

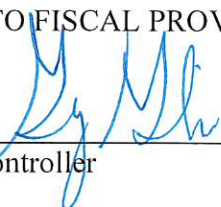
APPROVED AS TO LEGAL PROVISIONS:



Stacy Sactta, Deputy County Counsel

Date: 11/1, 2019

APPROVED AS TO FISCAL PROVISIONS:



Deputy Auditor/Controller

Date: 11-8, 2019