



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 Mary L. Adams to:

Agreement No.: A-14391; Amendment No.: 1

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14391) with Salinas Valley Plastic Surgery Associates for plastic surgery services, extending the term of agreement by twenty-four months (July 1, 2021 to June 30, 2023) for a revised agreement term of July 1, 2019 through June 30, 2023 and adding \$365,000 for a revised total not to exceed amount of \$730,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to sign up to three additional amendments to this agreement where the amendments do not exceed 10% (\$36,500) of the current agreement amount and do not significantly change the scope.

PASSED AND ADOPTED on this 8th day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew 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 8, 2021.

Dated: June 14, 2021
File ID: A 21-151
Agenda Item No.: 26

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


Julian Lorenzana, 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, 2021, 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 and Level II Trauma Center located in Salinas, California and various outpatient clinics (collectively, the “**Clinic**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated July 1, 2019 (the “**Agreement**”) pursuant to which Contractor provides plastic surgery services.

C. Hospital and Contractor desire to amend the Agreement to add Clinic Services, extend the term by twenty-four (24) months and add Three Hundred Sixty Five Thousand Dollars (\$365,000) to the aggregate amount payable.

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 1.1.** Subsection (c) to Section 1.1 is hereby added to the Agreement to read as follows:

“(c) Contractor shall provide professional services to Clinic patients as requested by Hospital from time to time (“**Clinic Services**”), upon the terms and subject to the conditions set forth in this Agreement.”

3. **Section 1.3.** Section 1.3 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Coverage Services, Clinic Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services**.””

4. **Section 1.4.** Section 1.4 to the Agreement is hereby amended and restated to read in its entirety as follows:

“1.4 Time Commitment. Contractor shall allocate time among the Services as reasonably requested by Hospital from time to time.”

5. **Section 2.1.** Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“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 Seven Hundred Thirty Thousand Dollars (\$730,000).”

6. **Exhibit 2.1.** **Exhibit 2.1** to the Agreement is hereby replaced in its entirety with **Exhibit 2.1** attached hereto.

7. **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, 2019 (the “**Effective Date**”), and shall continue until June 30, 2023 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

8. **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.

9. **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.

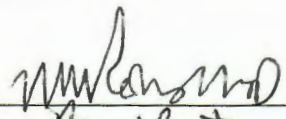
10. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

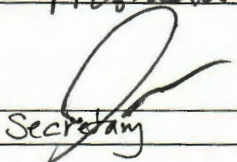
IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

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

By: 
Its President

Date: 4/5/2021

By: 
Its Secretary

Date: 4/5/2021

NATIVIDAD MEDICAL CENTER

Dr. Charles R. Harris
Deputy Purchasing Agent

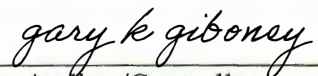
Date: 6/15/21

APPROVED AS TO LEGAL PROVISIONS:


Stacy Saetta, Deputy County Counsel

Date: 4/6/2021

APPROVED AS TO FISCAL PROVISIONS:


Deputy Auditor/Controller

Date: 4-6-2021

Exhibit 2.1

COMPENSATION

1. **Coverage Stipend.** Hospital shall pay to Contractor an amount equal to Five Hundred Dollars (\$500) per twenty-four (24) hour period for Coverage Services provided pursuant to this Agreement.
2. **Clinic Services.** In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no monetary compensation to Contractor for the Clinic Services furnished by Contractor hereunder.
3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".