



## Monterey County Board of Supervisors

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1st Floor  
Salinas, CA 93901  
831.755.5066  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

### Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-16008; Amendment No.: 1**

- a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with Francis M. Wright Jr. M.D. to provide obstetrics and gynecology physician services, extending the term by twelve months (July 1, 2023 to June 30, 2024) for a revised full agreement term of July 1, 2021 to June 30, 2024 and adding \$200,000 for a revised not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$10,000) of the original contract amount.

PASSED AND ADOPTED on this 30<sup>th</sup> day of August 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, and Adams

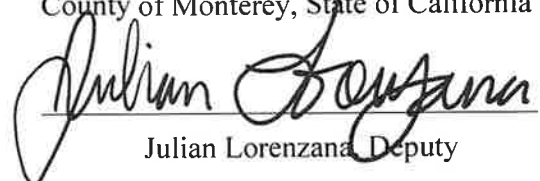
NOES: None

ABSENT: Supervisor Askew  
(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 August 30, 2022.

Dated: September 1, 2022  
File ID: A 22-459  
Agenda Item No.: 32

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 September 1, 2022, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Francis M. Wright, Jr., 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 under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of July 1, 2021 (the “**Agreement**”) pursuant to which Contractor provides Specialty services to Patients.

C. Hospital and Contractor desire to amend the Agreement to modify the compensation Exhibit, extend the term by twenty-four (24) months and add Two Hundred Thousand Dollars (\$200,000) to the aggregate amount payable to Contractor.

**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 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 July 1, 2021 (the “**Effective Date**”), and shall continue until June 30, 2025 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”
4. **Exhibit 2.1.** Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety with **Exhibit 2.1** attached hereto.

5. **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.

6. **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.

7. **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**

FRANCIS M. WRIGHT, JR., M.D., an individual

DocuSigned by:  
  
C2A903EC28D74B9

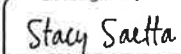
Date: 8/4/2022 | 9:34 PM PDT

**NATIVIDAD MEDICAL CENTER**

  
Deputy Purchasing Agent

Date: 9/1/22

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
  
C0E0E1B99F447A9  
Stacy Saetta, Deputy County Counsel

Date: 8/17/2022 | 5:55 PM PDT

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
  
D034BFE102849  
Deputy Auditor/Controller

Date: 8/18/2022 | 8:10 AM PDT

**Exhibit 2.1**

**COMPENSATION**

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Eighty Dollars (\$180) per hour for those Professional Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.
2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Thirty-Eight Dollars and Fifty-Nine Cents (\$38.59) per day worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. This rate represents the then-current rate and is subject to change.
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".