



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-15368 ; Amendment No.: 2

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the Renewal and Second Amendment to the Professional and Call Coverage Services Agreement (A-15368) with Salinas Valley Memorial Healthcare System, dba Salinas Valley Medical Clinic to provide hematology oncology services, extending the term by twenty-four months (July 1, 2023 to June 30, 2025) for a revised term July 1, 2019 to June 30, 2025, and adding \$360,000 for a revised not to exceed amount of \$1,080,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for NMC 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, do not exceed 10% (\$36,000) of the original contract amount and do not increase the total contract amount above \$1,116,000.

PASSED AND ADOPTED on this 25th day of July 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

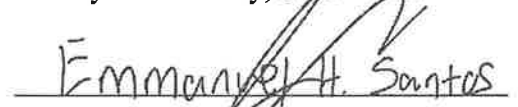
NOES: None

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 July 25, 2023.

Dated: July 26, 2023
File ID: A 23-293
Agenda Item No.: 22

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


Emmanuel H. Santos, Deputy

**RENEWAL AND SECOND AMENDMENT TO PROFESSIONAL AND CALL
COVERAGE SERVICES AGREEMENT**

THIS RENEWAL AND SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made by and between the COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, a local health care district organized and operating pursuant to Division 23 of California Health and Safety Code Section 1206 (b) clinic (“**Contractor**”) with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility 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 and amended effective July 1, 2021 (the “**Agreement**”) pursuant to which Contractor provides hematology oncology services.
- C. The Agreement expired by its terms on June 30, 2023; and
- D. Hospital and Contractor desire to renew and amend the Agreement on the same or similar terms, to extend the term by twenty-four months to allow for services to continue with no changes to the scope of services and add Three Hundred Sixty Thousand Dollars (\$360,000) 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. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as of July 1, 2023 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
- 2. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 3. **Section 2.1.** Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“Section 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 One Million Eighty Thousand Dollars (\$1,080,000).

4. **Section 5.1.** Section 2.1 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, 2025 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

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

SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM, a local health care
district organized and operating pursuant to
Division 23 of California Health and Safety
Code Section 1206 (b) clinic

Date: 07/10/2023

By: Allen Radner
Its CMO

By: Peter Delgado
Its Pres/CEO

NATIVIDAD MEDICAL CENTER

Andrea Rosenbay
Deputy Purchasing Agent

Date: 8-1-2023

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
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Stacy Saetta, Deputy County Counsel

Date: 7/31/2023 | 5:24 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
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Deputy Auditor/Controller

Date: 8/1/2023 | 8:18 AM PDT