



Monterey County Board of Supervisors

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Board Order

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

Agreement No.: A-16008 ; Amendment No.: 2

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement with Francis M. Wright Jr. M.D. to provide obstetrics and gynecology physician services, adding \$800,000 for a revised not to exceed amount of \$1,100,000 in the aggregate, with no change to the previously approved Agreement term of July 1, 2021 to June 30, 2025; 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 cause an increase of more than 10% (\$10,000) of the original contract amount and do not increase the total amount above \$1,110,000.

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 23-350
Agenda Item No.: 27

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


Emmanuel H. Santos, Deputy

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

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Amendment**”) is made and entered into , 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 shall be in effect from the date signed by all parties, (the “**Effective Date**”):

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, and as amended effective September 1, 2022 (collectively, the “**Agreement**”) pursuant to which Contractor provides Specialty services to Patients.

C. Hospital and Contractor desire to amend the Agreement to add Eight Hundred Thousand Dollars (\$800,000) 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 One Million One Hundred Thousand Dollars (\$1,100,000).”

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.

[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



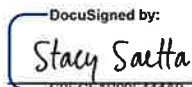
Date: 7/3/2023

NATIVIDAD MEDICAL CENTER


Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:

C0E0C1B99F444A9
Stacy Saetta, Deputy County Counsel

Date: 7/6/2023 | 7:45 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

E79EF64E57459F6
Deputy Auditor/Controller

Date: 7/6/2023 | 7:31 AM PDT