

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**by and between**

**Family Care Medical Group, Inc. (“ASSIGNOR”)**

**And**

**County of Monterey (“ASSIGNEE”)**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of the date signed by the final signature of athenahealth, Inc., by and between Family Care Medical Group, Inc., a California corporation (hereinafter, “**Assignor**”), and County of Monterey, a political subdivision of the State of California, which owns and operates Natividad Medical Center (“**Assignee**”).

### I. RECITALS

A. athenahealth, Inc. and Assignor entered into an athenahealth Master Services Agreement, dated November 25, 2014 (the “**Agreement**”), providing billing to and collection from payers services. Said Agreement and all amendments thereto, are attached hereto as **Exhibit A**, and hereby incorporated by this reference.

B. Assignor desires to assign to Assignee all of its rights, title and interest in and to, and all of its obligations under, the Agreement as of the Assignment Effective Date, as defined herein, and Assignee desires to accept such assignment and to assume such obligations as of the Assignment Effective Date.

C. As part of the Assignment, Assignor desires to assign, and Assignee desires to accept, the rights, title and interest in the data from tablespace 10227 contained in the athenaNet System (the “**Tablespace**”).

D. This Assignment is made to confirm the County’s acknowledgement and consent of Assignor intentions to assign its rights, title, and interest in and to, and all of its obligations under, the aforementioned Agreement to Assignee, and Assignee accepts such assignment and to assume such obligations.

### II. AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of September 20, 2022 (“**Assignment Effective Date**”), Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement, including all the rights, title and interest in the Tablespace.

2. Assumption. Effective as of the Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement, including all the rights, title and interest in the Tablespace.

3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignee and their respective successors and assigns.

4. Third Party Beneficiaries. Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

5. The Assignor, the Assignee, and athenahealth, Inc. agree that this Assignment and Assumption Agreement shall not diminish the obligations of the Assignor with respect to performance owed prior to the Assignment Effective Date. athenahealth, Inc. remains entitled to payment by Assignor for services rendered prior to the Assignment Effective Date, and the Assignor shall remit any such payment to athenahealth, Inc. to the extent owed, subject to the terms of the Agreement. Assignee shall not be responsible for payments owed by Assignor for services rendered prior to the Assignment Effective Date.

6. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

(iii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iv) Governing Law. This Assignment shall be construed under the laws of the State of California.

(v) Amendments. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(vi) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date of the final **athenahealth, Inc.** signature below.

**ASSIGNOR**

FAMILY CARE MEDICAL GROUP, INC., a  
California professional corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

TIN: 77-0229307

**ASSIGNEE**

COUNTY OF MONTEREY, a political  
subdivision of the State of California

\_\_\_\_\_  
Charles R. Harris, MD, CEO  
Natividad Medical Center

Date: \_\_\_\_\_

TIN: 94-6000524

**APPROVED AS TO LEGAL PROVISIONS:**

\_\_\_\_\_  
Stacy Saetta, Chief Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS:**

\_\_\_\_\_  
Chief Deputy Auditor/Controller

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT AND CONSENT**

**athenahealth, Inc.** hereby consents to the foregoing assignment and assumption.

By: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

## **Exhibit A**

[Insert athenahealth, Inc. Agreement and all amendments]