

ADDENDUM 1

to County of Monterey Standard Agreement (“Agreement”)
by and between Clinicians Telemed Medical Group, Inc. (“Contractor”), and County of
Monterey, on behalf
of its Health Department (“County”)

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between Contractor and County. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, Contractor and County agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

Under Section 7.0 TERMINATION:

Section 7.01 is deleted in its entirety and replaced as follows:

7.01 During the term of this Agreement, **either party** may terminate the Agreement for any reason by giving written notice of termination to the **other party** at least ninety (90) days prior to the effective date of termination. Such termination shall be effective as of the last day of said period unless Contractor specifies, or the parties mutually agree to early effective date of termination.

Under Section 8.0 INDEMNIFICATION:

Section 8.0 of the Agreement is deleted in its entirety and replaced with the following:

8.01 **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. “Contractor’s performance” includes Contractor’s acts or omissions and the acts or omissions of Contractor’s officers, employees, agents and subcontractors.

8.02 **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for

damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

8.03 **Indemnification for Timely Payment of Tax Contributions.** It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

Under Section 9.0 INSURANCE REQUIREMENTS:

Section 9.03 of the Agreement is deleted in its entirety and replaced with the following:

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional Liability Insurance if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per Designated Provider per claim and \$3,000,000 per Designated Provider in the aggregate, to cover liability for malpractice and/or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, maintain such coverage in place, including with the same limits of liability and coverage for any claims arising out of malpractice errors or omissions first arising during the term of this Agreement, or obtain extended reporting coverage ("tail coverage") with the same liability limits. The obligations set forth in the preceding sentence shall continue for at least three years following the expiration or earlier termination of this Agreement.

Addendum 1 – To Standard Agreement (“Agreement”) by and between Clinicians Telemed, Inc. (“Contractor”), and County of Monterey, on behalf of its Health Department (“County”)

COUNTY OF MONTEREY

CONTRACTOR

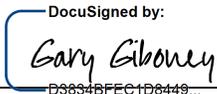
Authorized Signature:

Authorized Signature:

By: _____ Date: _____
Title: Director of Health

By:  Date: 7/28/2022 | 1:53 PM PDT
7083CFDE6D59485...
Title: Chief Administrative Officer

Approved as to Fiscal Provisions:

By:  Date: 8/1/2022 | 1:14 PM PDT
D3834BFEC1D8449...
Auditor-Controller

Approved as to Legal Form:

By:  Date: 8/1/2022 | 12:19 PM PDT
C0ECE1B99F444A9...
County Counsel