



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

www.co.monterey.ca.us

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16977

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement with CortiCare, Inc. for remote monitoring of electroencephalograms (EEG) services at NMC's Cardiopulmonary and Neuro-diagnostic department; extending the Agreement an additional one (1) year period (April 20, 2025 through April 19, 2026) for a revised full Agreement term of April 20, 2022 through April 19, 2026, and adding \$250,000 for a revised total Agreement amount not to exceed \$450,000.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to (3) future amendments which do not significantly alter the scope of work and each of which does not exceed 10% (\$10,000) of the original cost of the Agreement, for a revised total agreement amount not to exceed \$480,000.

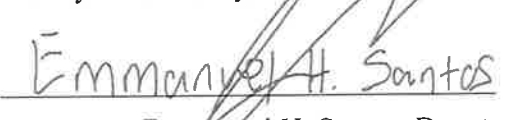
PASSED AND ADOPTED on this 25th day of June 2024, by roll call vote:

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 June 25, 2024.

Dated: July 1, 2024
File ID: A 24-176
Agenda Item No.: 14

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


Emmanuel H. Santos, Deputy

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CORTICARE, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
REMOTE EEG MONITORING AND READING**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on April 20, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and CortiCare, Inc. (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with CortiCare, Inc. for remote EEG monitoring and reading services with a term April 20, 2022 through April 19, 2024 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to extend it for an additional one (1) year period through April 19, 2025 for a revised full Agreement term (April 20, 2022 through April 19, 2025), with no changes to the scope of work or billing rates and to add an additional \$100,000 for a revised total Agreement amount not to exceed \$200,000.

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement via Amendment No. 2 to extend it for an additional one (1) year period through April 19, 2026 for a revised full Agreement term (April 20, 2022 through April 19, 2026) to allow for services to continue with no changes to the scope of work or billing rates, and to add an additional \$250,000 for a revised total Agreement amount not to exceed \$450,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence of Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$450,000.”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from April 20, 2022 through April 19, 2026 unless sooner terminated pursuant to the terms of this Agreement.”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement, and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

DocuSigned by:
Jason Garcia
AB27412ECF834CA...
for: _____
Charles R. Harris, CEO

Date: 7/1/2024 | 2:35 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
Stacy Saetta
C0ECE1899F444A9...
By: _____
Monterey County Deputy County Counsel

Date: 4/4/2024 | 1:41 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
By: _____
Monterey County Deputy Auditor/Controller

Date: 4/5/2024 | 7:05 AM PDT

CONTRACTOR

CortiCare, Inc.
CONTRACTOR's Business Name
See instructions below

By: *David Roe*

(Signature of Chair, President, or Vice-President)
Signer ID: EXXZ3KTH10...
20 Mar 2024, 10:11:02, PDT

David Roe
Name and Title

Date: 03 20 2024 PDT

By: *Kip Weatherwax*

(Signature of Secretary, Asst. Secretary, CFO, Asst. Treasurer)
Signer ID: 65LHKY21K2...
20 Mar 2024, 09:56:41, PDT

Kip Weatherwax
Name and Title

Date: 03 20 2024 PDT

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).