

THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Second Amendment**”) by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Access TeleCare California, P.C., a California professional corporation (“**Contractor**”), with respect to the following shall be effective on the date signed by all Parties.

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of April 1, 2022 as amended effective as of January 1, 2023 and April 1, 2024 (collectively, the “**Agreement**”), pursuant to which Contractor provides Specialty Services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twelve (12) months and add \$400,000 to the aggregate amount not to exceed.

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 Two Hundred Eighty Thousand Dollars (\$1,280,000).”

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**5.1 Term**. This Agreement shall become effective on April 1, 2022 (the “**Effective Date**”) and shall continue until March 31, 2026 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”

4. **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.

5. **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.

6. **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

ACCESS TELECARE CALIFORNIA, P.C., a
California professional corporation

DocuSigned by:
By: Chris Gallagher
Its President
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Date: 11/5/2024 | 5:07 PM EST

By: xxxxxxxxxxxxxx
Its _____

Date: _____

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
Stacy Saetta, Deputy County Counsel
696D21D44C4341D...

Date: 11/6/2024 | 1:15 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
Deputy Auditor/Controller
4E7E657875454AE...

Date: 11/6/2024 | 4:01 PM PST