



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15737; Amendment No.: 2

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 Access TeleCare California, P.C. (A-15737) to provide tele-neurology services extending the term by twelve months (April 1, 2024 to March 31, 2025) for a revised full agreement term of April 1, 2022 to March 31, 2025, but with no change to the aggregate not to exceed amount of \$880,000.

PASSED AND ADOPTED on this 26th day of March 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 March 26, 2024.

Dated: April 2, 2024
File ID: A 24-110
Agenda Item No.: 23

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the “**Second Amendment**”) is made and entered into effective as of April 1, 2024 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:

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 and amended effective as of January 1, 2023 (collectively, the “**Agreement**”), pursuant to which Contractor provides Specialty Services to Hospital Patients.
- C. Hospital and Contractor desire to amend the Agreement and extend the term by twelve (12) months.

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 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 the earlier of: (a) the effective date of any new agreement entered into by and between Parties for the same or similar services as this Agreement, or (b) March 31, 2025 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”
- 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.

