



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15737 ; Amendment No.: 3

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the Third Amendment to the Professional and Call Coverage Services Agreement with Access TeleCare California, P.C. (A-15737) to provide tele-neurology services, adding \$400,000 for a revised not to exceed amount of \$1,280,000 and extending the term by twelve months (April 1, 2025 to March 31, 2026) for a revised full agreement term of April 1, 2022 to March 31, 2026.

PASSED AND ADOPTED on this 3rd day of December 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 December 3, 2024.

Dated: December 9, 2024
File ID: A 24-531
Agenda Item No.: 42

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

Vicente Ramirez, Deputy

**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

Date: 11/5/2024 | 5:07 PM EST

By: xxxxxxxxxxxxxx
Its _____

Date: _____

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
Deputy Purchasing Agent

Date: 12/10/2024 | 2:53 PM PST

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
Stacy Saetta, Deputy County Counsel

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

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
Deputy Auditor/Controller

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