



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-15737 ; Amendment No.: 1

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with Access TeleCare California, P.C. (formerly Tele-Physicians, P.C.) to provide tele-neurology services adding \$80,000 for a revised amount not to exceed \$880,000 in the aggregate, but with no change to the original Agreement term, April 1, 2022 to March 31, 2024.

PASSED AND ADOPTED on this 24th day of October 2023, 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 October 24, 2023.

Dated: November 1, 2023
File ID: A 23-497
Agenda Item No.: 52

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

Vicente Ramirez, Deputy

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE AGREEMENT (the "**First Amendment**") is made and entered into effective as of January 1, 2023, 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. Hospital and Tele-Physicians, P.C., a California professional corporation were parties to a Professional and Call Coverage Agreement A-15737 (the "**Prior Agreement**") for the period February 1, 2018 to March 31, 2022.

B. Hospital and Tele-Physicians, P.C., a California professional corporation are parties to a Professional and Call Coverage Agreement (the "**Agreement**") dated effective April 1, 2022, pursuant to which Contractor provides the Services, as defined in the Agreement, to Hospital.

C. Effective January 1, 2023 (the "**Merger Effective Date**"), Tele-Physicians, P.C. ("**Former PC**") was merged with and into Access TeleCare California, P.C., with Access TeleCare California, P.C. being the surviving company in the merger.

D. The Parties desire to amend the Agreement to update references to "Contractor," as more particularly described herein and add \$80,000 to the aggregate not to exceed amount.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and undertakings contained herein, the Parties agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Amendment to Agreement.** The Agreement shall be amended to delete all references to "Tele-Physicians, P.C." and replace those references with "Access TeleCare California, P.C.," and any reference to "Contractor" in the Agreement shall now refer to "Access TeleCare California, P.C."

3. **Obligations.** Contractor expressly assumes and agrees to keep, perform and fulfill, from and after the Merger Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Contractor under the Agreement. Contractor acknowledges that this First Amendment shall not diminish the Former PC's obligations with respect to performance owed prior to the Merger Effective Date, nor adversely affect any claims the County or Hospital may have or assert, now or in the future, with respect to such performance obligations of the Former PC.

4. **Termination.** Hospital and Contractor agree to terminate the Agreement, effective as of the Effective Date of a new Professional and Call Coverage Services Agreement ("**New PSA**"), as defined under the New PSA.

5. **Hold Harmless.** The Contractor, Hospital and County agree that any payments made in good faith by or on behalf of the County or Hospital to either the Former PC or Contractor, after the Merger Effective Date but prior to the execution of this First Amendment, shall be deemed to have been made to whichever Party was entitled to receive such payment pursuant to the Agreement and to this First Amendment. Neither the County nor Hospital shall have any further obligation to Contractor with respect to such payments previously made, notwithstanding other provisions of this First Amendment. Contractor acknowledges that County shall remit any payment to Contractor for services rendered by the Former PC prior to the Merger Effective Date, to the extent such payment has not already been made by or on behalf of the County on or before the date of the execution of this First Amendment, subject to the terms of the Agreement. Contractor shall hold each of the County and Hospital harmless and will indemnify each Party for making such payments.

6. **Supplemental Payment.** Parties acknowledge that payment is due for Services rendered under the Prior Agreement. Hospital shall pay Contractor an amount equal to Fifty-Three Thousand Two Hundred Fifty Dollars (\$53,250) for Services provided under the Prior Agreement (the "Supplemental Payment"). Such amounts were invoiced by Contractor pursuant to the following invoices: CA0003648, CA0003670, CA0003681, CA0003717, CA0003705A and remain outstanding.

7. **Successors and Assigns.** This Assignment shall be binding on and inure to the benefit of Access TeleCare California, P.C. and its respective successors and assigns.

8. **Third Party Beneficiaries.** Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this First Amendment as a third-party beneficiary or otherwise

9. **Status of Agreement.** Except as amended above, all other provisions of the Agreement shall remain in full force and effect, without change.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

CONTRACTOR:

Access TeleCare California, PC

By:  _____

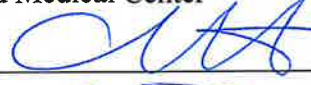
DocuSign 1BKS8WQ4-4L26K7K9

Title: CEO

Date: Oct 11, 2023

HOSPITAL:

Natividad Medical Center

By:  _____

Title: CEO

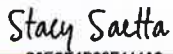
Date: 10/30/23

NATIVIDAD MEDICAL CENTER


Deputy Purchasing Agent

Date: 10/30/23

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:

08ECE1899F444A9...
Stacy Saetta, Deputy County Counsel

Date: 10/11/2023 | 11:58 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:

4E7E667875454AE...
Deputy Auditor/Controller

Date: 10/11/2023 | 3:18 PM PDT