# AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN LOCUMTENENS.COM LLC AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

## RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("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 for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a \$500,000 increase for the added services for a total Agreement amount of \$600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023).

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-2: Scope of Service/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 26, 2024 with an increase of \$2,100,000 for a total Agreement amount not-to-exceed \$2,700,000.

#### **AGREEMENT**

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

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, and in this Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

- 1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following: "COUNTY shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2: Scope of Service/Payment Provisions as per Amendment No. 2 attached hereto this Amendment No. 2. The total Payable amount by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$2,700,000".
- 2. Section 3, Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following: "The term of this AGREEMENT is from August 26, 2022 through August 26, 2024, unless sooner terminated pursuant to the terms and conditions of this AGREEMENT."
- 3. If there is any conflict or inconsistency between the provisions of Agreement, or this Amendment No. 2, the provisions of this Amendment No. 2 shall govern.
- 4. This Amendment No. 2 shall be effective on August 26, 2023.

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	
By: Charles R. Harris, CEO	Locumtenens.com LLC  CONTRACTOR's Business Name
Charles R. Hairis, CEO	***See instructions below***
Date:	By: Amelia Vietri (Nul 27, 2023 12:52 EDT)
	(Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Amelia Vietri Sr. Vice President
	Name and Title
By: Monterey County Deputy County Counsel	Date:
Date:	
APPROVED AS TO FISCAL PROVISIONS	By:(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By: Monterey County Deputy Auditor/Controller	Name and Title
Date:	Date:
	***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).

**CONTRACTOR** 

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).

Exhibit A-2: Revised Scope of Services/Payment Provisions as per Amendment No. 2

# ADDENDUM FOR Natividad Medical Center DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Contractors are described below.	Participation of the Control of the
Specialty:	Urology (Doctor, On-Site)
RATES	20 700 00 Day Day
Regular	\$3,708.00 Per Day
Deposit	\$15,000.00 Per Booking
CALL	\$3,708.00 Per <b>Day</b>
24 Hour Call	\$3,700.00 Fel Day
HOLIDAY	Multiplier of 1.50 applied to Rates and Call on Holidays
Holiday Premium	Indulpiles of 1,50 applied to 1,4405
FEES & EXPENSES	\$40,000.00 Per Booking
Perm Fee	540,000.00 Per booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any: The effective date of this rate addendum will be August 25, 2023.

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Jun 14 2023.

The Addendary to vary	
CLIENT: Natividad Medical Center	LOCUMTENENS.COM, LLC
	Name: Amelia Vietri
IAGILIE.	Sign:
Sign:	•
Title:	Title: Sr. Vice President
Date:	Date: Jul 27, 2023