AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN JACKSON PHYSICIAN SEARCH, LLC AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

RECRUITMENT AND PLACEMENT OF PHYSICIAN SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on October 1, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Jackson Physician Search, 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 placement of physician services with a term October 1, 2022 through September 30, 2023 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No.1 to extend it for an additional one (1) year period through September 30, 2024 for a revised term of agreement (October 1, 2022 through September 30, 2024) to allow for services to continue with no changes to the scope of services or billing rates, with a \$200,000 increase for a revised total Agreement amount not to exceed \$300,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 to extend it for an additional two (2) year period through September 30, 2026 for a revised term of Agreement (October 1, 2022 through September 30, 2026) to allow for services to continue with no changes to the scope of services or billing rates, with a \$600,000 increase for a revised total Agreement amount not exceed \$900,000.

AGREEMENT

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

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

- 1. The second sentence in Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
 - "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$900,000."
- 2. The first sentence of <u>Section 3.1 /Paragraph titled</u>, "TERM OF AGREEMENT", shall be amended to the following:
 - "The term of this Agreement is from October 1, 2022 through September 30, 2026 unless sooner terminated pursuant to the terms of this Agreement."
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
- 4. A copy of this Amendment No. 2 shall be attached to the Agreement.

5. This Amendment No. 2 shall be effective when signed by the parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

Ву:
Charles R. Harris, CEO
Date:
APPROVED AS TO LEGAL PROVISIONS
DocuSigned by:
By: Staty Satta COCCE-1899F444A9. Monterey County Deputy County Counsel
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withing County Deputy County Counsel
Date:
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APPROVED AS TO FISCAL PROVISIONS
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By: Patricia Ruig Monterey County Deputy Auditor/Controller
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4/5/2024 2:37 PM PDT
Date:

CONTRACTOR

Jackson Physician Search, LLC

CONTRACTOR's Business Name

See instructions below

By: Signature of: Chair, President, or Vice-President)

Ben Stajduhar - Vice President
Name and Title

Date: 03/20/24

(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

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3/28/2024

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).

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).