

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN MEDICAL EDUCATION SPEAKERS NETWORK
(formerly MARTIN MARTIN, INC. DBA MEDICAL EDUCATION SPEAKERS NETWORK)
AND NATIVIDAD MEDICAL CENTER
FOR
PROFESSIONAL AND MEDICAL SPEAKERS AND COURSE DEVELOPMENT SERVICES**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on April 1, 2016 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and **Martin Martin, Inc. DBA Medical Education Speakers Network** (hereinafter "CONTRACTOR"). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the "Parties", with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Martin Martin, Inc. DBA Medical Education Speakers Network entered into an Agreement for professional and medical speakers and course development services with a term April 1, 2016 through March 31, 2017 and a total Agreement amount not to exceed \$15,000; and

WHEREAS, the Parties amended the Agreement on February 23, 2017 via Amendment No. 1 to extend the term for an additional one year period through March 31, 2018 and to add an additional \$15,000, thereby increasing the total Agreement amount to \$30,000; and

WHEREAS, the Parties amended the Agreement on December 4, 2017 via Amendment No. 2 to extend the term for an additional two year period through March 31, 2020 to allow for services to continue as per the revised Scope of Services attached to Amendment No. 2 as "Exhibit A-1 per Amendment No. 2" and with an increase of \$45,000 to the total Agreement amount, thereby increasing the total Agreement amount to \$75,000; and

WHEREAS, Martin Martin, Inc. DBA Medical Education Speakers Network has changed its corporate name and its name is now Medical Education Speakers Network; and

WHEREAS, the Parties currently wish to amend the Agreement to reflect the corporate name change and to add an additional \$100,000 to allow for services to continue with no extension to the term for a revised total Agreement amount not to exceed \$175,000.

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, and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. **Paragraph titled, "PAYMENTS BY NMC" shall be amended by removing:**

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,000."

and replacing it with:

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1 as per Amendment No. 2 attached hereto this Amendment No. 2, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$175,000.”

2. This Agreement is amended by substituting the name “Medical Education Speakers Network” for the name “Martin Martin, Inc. DBA Medical Education Speakers Network” wherever it appears in the Agreement and wherever in the Agreement the term “CONTRACTOR” appears, such term shall be referred to “Medical Education Speakers Network”.
3. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1 and Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the original Agreement.
5. This Amendment No. 3 shall be effective when signed by both Parties.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel
Name

Date: _____
10-15-18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller
Name

Date: _____
10-18-18

CONTRACTOR

Medical Education Speakers Network

CONTRACTOR's Business Name

**Signature instructions below*

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

Name and Title

Date: _____
9/27/18

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

Name and Title

Date: _____
9/27/18

***Signature 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 (2 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 (2 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 (1 signature required).