



Monterey County Board of Supervisors

Board Order

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1st Floor
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A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-16146

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Locumtenens.com LLC for recruitment and assignment of physician's services, adding \$500,000 for a revised total agreement amount not to exceed \$600,000 for the added services, with no change to the Agreement term (August 26, 2022 through August 25, 2023).
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$10,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 10th day of January 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Askew, and Adams

NOES: None

ABSENT: Supervisor Lopez
(Government Code 54953)

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 January 10, 2023.

Dated: January 12, 2023
File ID: A 22-634
Agenda Item No.: 26

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


Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1
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. 1 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 currently wish to amend the Agreement to add services to the original scope of work attached hereto as "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).

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 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 the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$600,000."
2. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
***"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1."***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the Agreement.
5. This Amendment No. 1 shall be effective when both parties have signed.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: 
Charles R. Harris, CEO

Date: 1/19/23

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 12/5/2022

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: Auditor-Controller Analyst II, 12/6/2022

CONTRACTOR

Locumtenens.com LLC

CONTRACTOR's Business Name

See instructions below

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

JUSTIN BRACCO Associate Vice President
Name and Title

Date: 12/2/2022

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

Name and Title

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).

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-1: Revised Scope of Services/Payment Provisions as
per Amendment No. 1
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.

Specialty:	Vascular Surgery (Doctor, On-Site)
RATES	
Regular	up to \$5,295 Per Day
CALL	
24 Hour Call	up to \$5,295 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	\$45,000.00 Per Booking

Rates are all inclusive of travel and administration fees.

Additional Provisions, if any:

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 Nov 15 2022.

CLIENT: Natividad Medical Center

Name:

Sign :

Title:

Date:

LOCUMTENENS.COM, LLC

Name: Justin Bracco

Sign : 

Title: Associate Vice President

Date: 12/2/2022