



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

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

Agreement No.: A-16146 ; Amendment No.: 3

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 3 to the Agreement (A-16146) with Locumtenens.com LLC for recruitment and assignment of physician services to increase by \$600,000 for a revised total agreement amount not to exceed \$2,700,000 with no change to the agreement term (August 26, 2022 through August 25, 2024).

PASSED AND ADOPTED on this 7th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams

NOES: None

ABSENT: Supervisor Askew

Motion Passed 4 to 0

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 November 7, 2023.

Dated: November 14, 2023

File ID: A 23-507

Agenda Item No.: 40

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

Vicente Ramirez, Deputy

**AMENDMENT NO. 3
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. 3 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); and

WHEREAS, COUNTY and CONTRACTOR amended 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-3: Revised Services/Payment Provisions as per Amendment No. 2” for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of \$1,500,000 for a total Agreement amount not-to-exceed \$2,100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to increase it by \$600,000 for a revised total agreement amount not-to-exceed \$2,700,000, with revisions to the locum tenens rates per “Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3” and no change to the Agreement term (August 26, 2022 through August 25, 2024).

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, and in this Amendment No. 3 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-3: Revised Services/Payment Provisions as per Amendment No. 3’ attached hereto this Amendment No. 3.
The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$2,700,000.”*
2. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2 or this Amendment No. 3, the provisions of this Amendment No. 3 shall govern.
3. This Amendment No. 3 shall be effective when signed by the Parties.

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.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

DocuSigned by:
Charles R. Harris
By: 4E1F837D204E481
Charles R. Harris, CEO

Date: 11/28/2023 | 9:08 AM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
Stacy Saetta
By: C0ECE1B99F444A9
Monterey County Deputy County Counsel

Date: 10/5/2023 | 7:48 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Jennifer Forsyth
By: 4E7E657875454AE
Monterey County Deputy Auditor/Controller

Date: 10/9/2023 | 9:47 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

Justin Bracco
By: Justin Bracco | Sep 25, 2023 17:27 EDT
(Signature of: Chair, President, or Vice-President)

Associate Vice President **Justin Bracco**
Name and Title

Date: Sep 25, 2023

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

Name and Title

Date: _____

Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3

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 \$5,400.90 Per Day
24 Hour Call:	Up to \$5,400.90 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	\$45,000 Per Booking

Specialty:	Urology (Doctor, On-Site)
RATES	
Regular	\$3,708.00 Per Day
Deposit	\$15,000.00 Per Booking
CALL	
24 Hour Call	\$3,708.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	\$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

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 Exhibit A-3 is upon execution of Amendment No. 3.

CLIENT: Natividad Medical Center

LOCUMTENENS.COM, LLC

Name: Charles Harris

Name: Justin Bracco

Sign :

Sign : Justin Bracco

Title: CEO

Title: Associate Vice President

Date:

Date: Sep 26, 2023