

## THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the “**Amendment**”) is made and entered into as of May 1, 2015, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and **Jackson & Coker Locum Tenens**. (“**Contractor**”) with respect to the following:

### RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the “**Hospital**”) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Service Agreement dated April 1, 2012; amended December 1, 2013 and April 1, 2014 (collectively the “**Agreement**”) pursuant to which Contractor provides referrals for locum tenens physician services.

C. Hospital and Contractor desire to amend the Agreement to add Two Hundred Thousand Dollars (\$200,000) to the not to exceed amount for the provision of additional services during the term of this Agreement.

### AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Amended Section 2**. Section 2 to the Agreement is hereby amended to read in its entirety as follows:

“**2. PAYMENTS BY NMC**. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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 \$600,000 in the aggregate. ”


3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

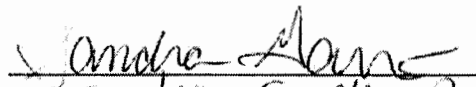
5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

**JACKSON & COKER LOCUM TENENS**

By:   
Its Dana Massey, VP Government Healthcare

Date: March 26, 2015

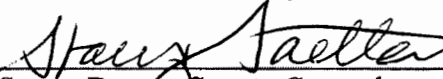
By:   
Its Sandra Genetti, President

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

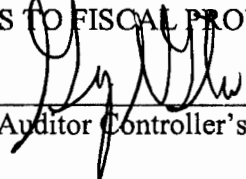
Date: \_\_\_\_\_, 20\_\_

APPROVED AS TO LEGAL FORM:  
CHARLES J. McKEE, County Counsel

  
Stacy Saetta, Deputy County Counsel

Date: 4/1, 2015

APPROVED AS TO FISCAL PROVISIONS:

  
Gary Giboney, Auditor Controller's Office

Date: 4-1, 2015