

**AMENDMENT NO. 12
TO SERVICES AGREEMENT
BETWEEN STAFF CARE, INC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
LOCUM TENENS REFERRAL SERVICES**

This Amendment No. 12 to the Services Agreement (“Agreement”) which was effective on August 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Staff Care, Inc. (“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 County of Monterey on behalf of Natividad Medical Center and Staff Care, Inc. entered into an Agreement for locum tenens referral services pursuant to Request for Proposal (RFP) #9600-61 with a one year term ending on July 31, 2016 and with a total aggregate amount not to exceed \$2,000,000 annually for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on August 1, 2016 via Amendment No. 1 to extend the term for an additional one (1) year period through July 31, 2017 with revisions to the locum tenens referral rates in the original Agreement per “Exhibit A – Rate Sheet as per Amendment No. 1” attached to Amendment No. 1, and with no cost increase to the total aggregate amount not to exceed \$2,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on August 1, 2017 via Amendment No. 2 to extend the term for an additional one (1) year period through July 31, 2018 with revisions to the locum tenens referral rates in Agreement per “Exhibit A – Rate Sheet as per Amendment No. 2” with an increase of \$2,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$4,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on August 1, 2018 via Amendment No. 3 to extend the term for an additional one (1) year period through July 31, 2019 with revisions to the locum tenens referral rates in Agreement per “Exhibit A – Rate Sheet as per Amendment No.3” with an increase of \$2,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$6,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on August 1, 2019 via Amendment No. 4 to extend the term for an additional one (1) year period through July 31, 2020 with revisions to the locum tenens referral rates in Agreement per “Exhibit A – Rate Sheet as per Amendment No.4” with an increase of \$2,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$8,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, Natividad seeks to ensure that appropriate and necessary physician services are available to Natividad patients during the COVID-19 pandemic; and

WHEREAS, in light of COVID-19, the Parties extended the term of the Agreement via Amendment No. 5 to extend the term by five (5) months through December 31, 2020 and to revise locum tenens referral rates in the Agreement to include Telehealth Services with an increase of \$1,000,000 to the total aggregate

amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$9,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to extend the term for an additional one (1) year period through December 31, 2021 to allow for services to continue with no change to the locum tenens referral rates with an increase of \$1,500,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$10,500,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement via Amendment No. 7 to allow for services to continue with additional changes to reflect clarifications in the law attached hereto as “Exhibit B” with revisions to the locum tenens referral rates in Agreement per “Exhibit A-7 – Rate Sheet as per Amendment No.7”, with no change to the total aggregate amount of \$10,500,000 or term of Agreement August 1, 2015 through December 31, 2021 for all Agreements awarded per RFP #9600-61.

WHEREAS, the Agreement expired on December 31, 2021; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 8 on the same or similar terms, beginning January 1, 2022 and to extend the term for an additional six (6) month period through June 30, 2022 for a revised full Agreement term of August 1, 2015 through June 30, 2022 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-8 as per Renewal and Amendment No. 8” with no change to the total aggregate amount of \$10,500,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement via Amendment No. 9 to allow for services to continue with revisions to the locum tenens referral rates in Agreement per “Exhibit A-9 – Rate Sheet as per Amendment No.9”, with no change to the total aggregate amount of \$10,500,000 or term of Agreement August 1, 2015 through June 30, 2022 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 10 on the same or similar terms, beginning July 1, 2022 and to extend the term for an additional one (1) year period through June 30, 2023 for a revised full Agreement term of August 1, 2015 through June 30, 2023 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-10 as per Renewal and Amendment No. 10” with no change to the total aggregate amount of \$10,500,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement via Amendment No. 11 to extend the term for an additional one (1) year period through June 30, 2024 for a revised full Agreement term of August 1, 2015 through June 30, 2024 with an increase of \$2,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$12,500,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties wish to amend the Agreement via Amendment No. 12 on same or similar terms to add \$1,500,000 to the total payable amount for a revised total aggregate amount not to exceed \$14,000,000 for all Agreements awarded per RFP #9600-61, and no change to the Agreement term (August 1, 2015 through June 30, 2024).

AGREEMENT

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

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment, No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Renewal and Amendment No. 8, Amendment No. 9, Renew and Amendment No. 10, Amendment No. 11, and in this Amendment No. 12 incorporated herein by this reference, except as specifically set forth below.

1. Section 1.24 titled, "COMPENSATION AND PAYMENTS" shall be amended to the following:
"It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Exhibit A-11. The total aggregate amount shall not exceed \$14,000,000 for all Agreements awarded per RFP #9600-61."
2. If there is any conflict or inconsistency between the provisions of Agreement, or this Amendment No. 12, the provisions of this Amendment No. 12 shall govern.
3. This Amendment No. 12 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 hereby execute this Amendment No. 12 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

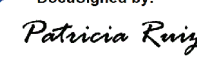
Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By:  _____
696D21D44C4341D...
Monterey County Deputy County Counsel

5/10/2024 | 11:53 AM PDT
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By:  _____
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

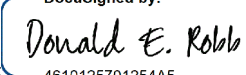
5/14/2024 | 8:06 AM PDT
Date: _____

CONTRACTOR

Staff Care, Inc.

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By:  _____
4610125701254A5...
(Signature of: Chair, President, or Vice-President)

Donald E. Robb

DVP - Account Management

Name and Title

5/3/2024
Date: _____

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).