

**AMENDMENT No. 1
TO SERVICES AGREEMENT
BETWEEN FITZGERALD ENTERPRISES, INC dba AMERICAN CONSULTANTS
AND
NATIVIDAD MEDICAL CENTER FOR
Interim Placement Services**

This Amendment No.1 to the Services Agreement ("Agreement"), is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Fitzgerald Enterprises, Inc. dba American Consultants, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, NMC and CONTRACTOR entered into an Agreement for CONTRACTOR to provide interim placement services for the term of April 1, 2017 through March 31, 2020 and a total Agreement amount not to exceed \$500,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend if for an additional two (2) year period through March 31, 2022 and revise the Interim Executive Placement services rates attached hereto as "Exhibit A-1 per Amendment No. 1" but with no increase to the total amount of the Agreement.

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 Agreement except as specifically set forth below.

1. "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement if from April 1, 2017 through March 31, 2022 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement."
2. "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 is hereby replaced in its entirety by Exhibit A-1 per Amendment No. 1: Scope of Services/Payment Provisions. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1 per Amendment No. 1."
2. 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.
3. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
4. This amendment No. 1 shall be effective when signed by both NMC and CONTRACTOR.

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.

Natividad Medical Center

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB _____
Monterey County Deputy County Counsel

Date: 3.13.19 _____

APPROVED AS TO FISCAL PROVISIONS

By: [Signature] _____
Monterey County Deputy Auditor/Controller

Date: 2.22.19 _____

CONTRACTOR

Fitzgerald Enterprises, Inc. dba American Consultants
CONTRACTOR's Business Name*** (see instructions)

[Signature] _____
Signature of Chair, President, or Vice-President

Michael J. Fitzgerald/President _____
Name and Title

Date: 2/6/19 _____

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

MARIN W. FITZGERALD, MANAGING PARTNER _____
Name and Title

Date: 2/6/2019 _____

***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 per Amendment No. 1

Scope of Services/Payment Provisions

This Scope of Services is entered into by and between Natividad Medical Center, hereinafter referred to as (“NMC”) and Fitzgerald Enterprises, Inc. dba American Consultants, hereinafter referred to as (“CONTRACTOR”) pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date commencing upon the execution of this Agreement (the “Agreement”) and is subject to the terms and conditions of the Agreement.

I. Retained Search Services

From time to time, NMC may issue a requisition to CONTRACTOR to provide recruitment services for a position with NMC. CONTRACTOR’s services will include a search for the most qualified candidates in accordance with specifications/selection criteria agreed upon between NMC and CONTRACTOR for each search. CONTRACTOR will give priority to NMC’s recruitment searches. Each candidate will be screened against the selection criteria provided by NMC before presentation to NMC for interview.

The Retained Search fee shall be twenty-two percent (22%) of the hired candidate’s first year's total compensation, including hiring bonus and any other associated incentive payments which might be provided to a given candidate. The Retained Search Fee will be paid in the following manner:

- i. One-third (1/3) of the twenty –two percent (22%) Retained Search Fee to initiate the search.
- ii. One-third (1/3) of the twenty-two percent (22%) Retained Search Fee upon presentation of a slate of candidates to NMC.
- iii. One-third (1/3) of the twenty-two percent (22%) Retained Search Fee upon written acceptance by a candidate of NMC’s offer of employment.

CONTRACTOR’s services shall commence upon receipt of a written request from NMC Chief Financial Officer, or designee, to initiate the search.

In the event NMC cancels the search or has not hired a person through CONTRACTOR, through no fault of CONTRACTOR, NMC will be responsible only for the portion of the fee at the stage of the search when NMC has cancelled the search. For example, if the search is cancelled at the initiation phase, and prior to the presentation of candidates, NMC shall only be responsible for the first payment of one-third (1/3) of the fee.

Travel Expenses. The initial on-site engagement meeting will be at the expense of CONTRACTOR, including all travel related expenses. For all subsequent on-site needs approved by NMC, NMC shall reimburse CONTRACTOR for all travel expenses related to CONTRACTOR personnel traveling to NMC’s facility related to providing services to NMC. CONTRACTOR shall receive compensation for travel expenses as per

the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. CONTRACTOR shall NOT charge NMC for other expenses as they pertain to this search, including, but not limited to, telephone charges, postage, photocopying and advertising expenses.

NMC agrees to make principals and other personnel available for telephone conferences or candidate interviews when scheduled. NMC also agrees to supply a complete and accurate job description, and position profile, including compensation, benefits, responsibilities and expectations. These elements will contribute to the achievement of a successful and timely outcome for search and placement of the appropriate candidate.

CONTRACTOR shall provide status reports via the telephone and a written monthly report on the progress of the search to the NMC Chief Financial Officer, or designee

CONTRACTOR agrees to make every possible effort to present NMC with the best candidates, but understandably cannot guarantee the performance of a candidate that is ultimately selected by NMC. CONTRACTOR can, however, stand by what is should have reasonably foreseen. Therefore, should NMC hire one of CONTRACTOR's candidates for the position outlined in the letter, but then that individual is later discharged within one year of hire for reasons that CONTRACTOR should have identified during the search assignment, CONTRACTOR shall conduct a replacement search at no additional charge to NMC assuming no material change to the candidate specifications..

II. Interim Executive Placement Services

From time to time, NMC may issue a requisition to CONTRACTOR to provide interim executive placement services for a position with NMC. CONTRACTOR's services will include a search for the most qualified candidates in accordance with specifications/selection criteria agreed upon between NMC and CONTRACTOR for each search. CONTRACTOR shall give priority to NMC's recruitment searches. Each candidate shall be screened against the selection criteria provided by NMC before presentation to NMC for interview.

Each interim placement with NMC shall be for a minimum Engagement Term of ninety (90) days from the Interim's engagement start date at a NMC site. If NMC elects to extend the Engagement Term, NMC may do for terms of 30 days or more. If any time during an Engagement Term NMC decides to terminate the Interim's engagement, then CONTRACTOR shall be entitled to the interim placement's compensation and fees for the full Engagement Term.

CONTRACTOR REPORTING REQUIREMENT FOR PUBLIC EMPLOYEE RETIREMENT SYSTEM PERS

CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to County.

CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to County.

The term “identify” is defined for purposes of this section to include both (1) the CONTRACTOR’s employee name and (2) the last four digits of the employee’s Social Security Number.

The term “PERS affiliation” is defined for purposes of this section to mean the CONTRACTOR’s employee had previously worked for a governmental entity that participates or participated in CalPERS.

Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

The term “PERS annuitant” is defined for purposes of the section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

TEMPORARY EMPLOYMENT ASSIGNMENT

CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. **CONTRACTOR shall notify County when an individual employee’s hours working for the County are approaching 650 hours in a fiscal year (7/1-6/30).**

CONTRACTOR shall notify the following:

- The County
- The NMC Human Resources Administrator

An employee of the CONTRACTOR shall not be assigned to work at the County for more than 720 hours in a fiscal year (7/1-6/30).

County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

Invoices for Services: CONTRACTOR shall provide an invoice for the interim position(s) provided (stated by title) and includes the County Purchase Order Number and the total number of days worked by the interim position for that invoiced period. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoices to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoices.

Rates. For the performance of the Interim Executive Placement Services, CONTRACTOR shall invoice NMC at a daily rate as follows:

Interim Managers (Clinical and Non-clinical)

Daily Rate: \$688.00 - \$928.00

Interim Directors – (Clinical and Non-clinical)

Daily Rate: \$848.00 - \$1152.00

Interim VP & Executives (Clinical and Non-clinical)

Daily Rate: \$1,045.00 - \$1,430.00

The invoice rate is an all-inclusive rate, including the interim executive's:

- Daily Rate
- Payroll Tax, Workers' Compensation and Unemployment Insurance
- Employee Benefits
- General Commercial Liability and Professional Liability Insurance Coverage
- Housing
- Meals/per diem
- Travel Expenses (including for start and conclusion of assignment, and two trips home per month during the assignment. To include flights and car rental, if necessary.)

Invoicing and Payment. CONTRACTOR shall submit invoices to NMC on a weekly basis for Retained Search Services and Interim Executive Placement Services rendered the previous week and for any other previously approved charges by NMC, including travel, housing and meal expenses. All such invoices, including those for Conversion Fees, shall be paid by the County Auditor-Controller within 30 days of receiving the certified invoice.

Non-solicitation. NMC agrees not to solicit to employ or engage the Interim, and/or any candidates presented, in any capacity without the knowledge and involvement of CONTRACTOR for a period of one year following the later of the presentation of a candidate, the duration of the engagement, or the last day of service provided by the Interim. In the event NMC wishes to hire or engage services of the Interim Professional, or any candidate presented to NMC, in any capacity during the non-solicitation period, a Conversion Fee equaling thirty percent of Interim's annualized compensation with NMC shall be due and payable by NMC to CONTRACTOR by the County Auditor-Controller within 30 days of receiving the certified invoice for payment to release the Interim or such other candidate to become employed or engaged in any capacity directly by NMC.

The parties have duly executed this Agreement the day and year first above written.

Natividad Medical Center

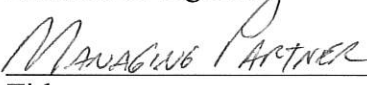
American Consultants

Authorized Signature




Authorized Signature

Title



Title

Date



Date