

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN MAXIM HEALTHCARE SERVICES INC., AND
NATIVIDAD MEDICAL CENTER
FOR
ANCILLARY REGISTRY SERVICES**

This Amendment No. 2 to the Master Services Agreement per the Request for Proposal (RFP) # 9600-22 ("Agreement") which was effective on August 1, 2012 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Maxim Healthcare Services Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Ancillary Registry Services per RFP #9600-22 with a term August 1, 2012 through June 30, 2015 and a total Agreement amount not to exceed \$3,600,000 for all contracts under the Master Agreement; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 1, 2015 via Amendment No. 1 to execute Master Agreements with AMN Healthcare Inc., Cirrus Holding Inc., and Cross Country Staffing Inc. to provide Ancillary Services as per RFP #9600-22, and to extend the term for all existing Master Agreements with C & A Industries Inc., Per Diem Staffing Systems Inc., Sonotemps Inc., SHC Services Inc., and Maxim Staffing Solutions Inc. for an additional one year period through June 30, 2016, and to add an additional \$2,700,000 to allow for services to continue, thereby increasing the total Agreement amount to \$6,300,000 for all Ancillary Master Agreements; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional seven (7) month period through January 31, 2017, and to add an additional \$1,100,000 to allow for services to continue, thereby increasing the total Agreement amount to \$7,400,000 for all contracts under the Master Agreement.

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 and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 5.1, "Term of Agreement" shall be amended to the following;
"The term of the Agreement is August 1, 2012 through January 31, 2017."
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
3. A copy of this Amendment No. 2 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 5/23, 2016

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 5-23-16

CONTRACTOR

Maxim Healthcare Services Inc.
CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Troy Thomas Assistant Controller
Name and Title

Date: 4/21/16

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

Keith Ramalho, Asst. Controller
Name and Title

Date: 4/21/16

*****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)