

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN Martin Martin Inc. /DBA: Medical Education Speakers Network AND
NATIVIDAD MEDICAL CENTER
FOR**

Locating and providing professional speakers for Continuing Medical Education at Natividad Medical Center

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on April 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and **Martin Martin Inc. /DBA: Medical Education Speakers Network** (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Locating and providing professional speakers for Continuing Medical Education at Natividad Medical Center with a term April 1, 2016 through March 31, 2017 and a total Agreement amount not to exceed \$15,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on February 23, 2017 via Amendment No. 1 to extend the term for an additional one year period through March 31, 2018 and to add an additional \$15,000, thereby increasing the total Agreement amount to \$30,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through March 31, 2020 to allow for services to continue with a \$45,000 increase for the added services for a total Agreement amount of \$75,000 with a scope of work change to the processing fee billed by CONTRACTOR.

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 and in Amendment No 1, and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,000."
2. Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from April 1, 2016 through March 31, 2020 unless sooner terminated pursuant to the terms of this Agreement."

3. Paragraph titled, "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
Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 2"
4. Except as provided herein, all remaining terms, conditions and provisions of the Original 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, and Amendment No. 2.
5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
6. This Amendment No. 2 shall be effective November 1, 2017 for "Agreement shall not exceed \$75,000" and for "Term of this agreement is from April 1, 2016 through March 31, 2020."
7. This Amendment No. 2 shall be effective for "PRICING/FEES" April 1, 2018.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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 No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 12/4/12

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 11-29-12

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 12-1-12

CONTRACTOR

**Martin Martin Inc./DBA: Medical Education
Speakers Network**

CONTRACTOR's Business Name

See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

Maria Anderson, President
Name and Title

Date: 10/26/17

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).

EXHIBIT A-1

To Agreement by and between
Natividad Medical Center, hereinafter referred to as "NMC"
AND

Medical Education Speakers Network hereinafter referred to as "CONTRACTOR"
Scope of Services / Payment Provisions

- I. Description of All Services to be Rendered by CONTRACTOR:
CONTRACTOR shall provide NMC with a variety of professional speakers and information to assist in coordinating a successful program that meets educational requirements while complying with education and accreditation guidelines.
- II. CONTRACTOR Obligations:
 - a. CONTRACTOR shall provide NMC with a list of qualified experts in the medical field who are willing to act as faculty in courses designed by NMC,
 - b. CONTRACTOR shall use NMC criteria to identify qualified speakers,
 - c. CONTRACTOR shall ensure the appropriate disclosure forms are completed as required by the Institute for Medical Quality (IMQ) and the Accreditation Council for Continuing Medical Education (ACCME) and will provide copies of disclosures to NMC,
 - d. CONTRACTOR shall ensure the Content Validation, Cultural & Linguistic Competency form and Faculty Stipulation forms are completed as required for NMC's continued accreditation and will provide copies of the completed forms to NMC,
 - e. CONTRACTOR shall act as liaison between speaker and NMC in providing copies of the presentations and handouts,
 - f. CONTRACTOR shall complete the necessary Continuing Medical Education (CME) required paperwork on behalf of NMC and submit copies to NMC,
 - g. CONTRACTOR shall not confirm a speaker until NMC has provided written acceptance of the speaker's qualifications and fees,
 - h. CONTRACTOR shall pay speaker fees and complete any necessary payment related paperwork associated with the speaker.
- III. NMC Obligations:
NMC shall provide CONTRACTOR with specific criteria for the NMC designed program and the desired speaker.

IV. Pricing/Fees:

- a. NMC shall only be obligated to pay for speakers that it has pre-approved,
- b. Individual speaker fees shall not exceed \$3,000 per course without prior approval by the Chief Executive Officer of NMC or his designee. CONTRACTOR's invoice shall include a \$250 processing fee as a separate line item in addition to the speaker fee. The Processing Fee covers the cost of: finding the speaker based on NMC criteria, confirming speaker disclosures, working with the speaker to complete necessary paperwork, pay the speaker, liaison for getting copies of the presentation/handouts/our CME required paperwork completed,
- c. CONTRACTOR shall invoice NMC for the speaker rate after the course completion and in compliance with this Agreement's Section 2 on Payment Conditions,
- d. Travel expenses are not reimbursable under this agreement,
- e. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the ~~same~~ individuals,
- f. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement,
- g. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.