

**AMENDMENT NO. 16
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
AMN HEALTHCARE LOCUM TENENS, INC (FORMERLY KNOWN AS STAFF CARE, INC)
FOR
LOCUM TENENS REFERRAL SERVICES**

This Amendment No. 16 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 AMN Healthcare Locum Tenens (formerly known as 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 Parties 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 amended 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); and

WHEREAS, the Agreement expired on June 30, 2024; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 13 on the same or similar terms, beginning on July 1, 2024, to extend the term for an additional six (6) month period through December 31, 2024 for a revised full Agreement term of August 1, 2015 through December 31, 2024 to allow for continued need of CONTRACTOR’s services with an increase of \$2,700,000 to the total payable amount for a revised total aggregate amount not to exceed \$16,700,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement via Amendment No.14 to extend the term for an additional one (1) year period (January 1, 2025 through December 31, 2025) for a revised full agreement term of August 1, 2015 through December 31, 2025 to allow for continued need of CONTRACTOR's services with an increase of \$ 6,000,000 to the total payable amount for a revised total aggregate amount not to exceed \$ 22,700,000 for all agreements awarded per RFP# 96000-61; and

WHEREAS, the Parties amended the Agreement via Amendment No. 15 to extend the term for an additional three (3) month period (January 1, 2026 through March 31, 2026), for a revised full Agreement term of August 1, 2015 through March 31, 2026, with no change to the total aggregate not-to-exceed amount of \$22,700,000 for all agreements awarded pursuant to RFP #9600-61; and

WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional three (3) month period (April 1, 2026 through June 30, 2026), for a revised full Agreement term of August 1, 2015 through June 30, 2026, with no change to the locum tenens referral rates, and no change to the total aggregate not-to-exceed amount of \$22,700,000 for all agreements awarded pursuant to RFP #9600-61.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement, 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, Amendment and Renewal No. 10, Amendment No. 11, Amendment No. 12, Renewal and Amendment No. 13, Amendment No. 14, and Amendment No. 15 incorporated herein by this reference, except as specifically set forth below.

1. Section 1.15 titled, "Term" shall be amended to the following:
"The term of this Agreement is from August 1, 2015 through June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement."
2. If there is any conflict or inconsistency between the provisions of the Agreement, or this Amendment No. 16, the provisions of this Amendment No. 16 shall govern.
3. This Amendment No. 16 shall be effective on April 1, 2026.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 16 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: _____

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)

CONTRACTOR

**AMN HEALTHCARE LOCUM TENENS,
INC (formerly known as STAFF CARE,
INC)**

CONTRACTOR's Business Name
Signature instructions below

Signed by:
By: _____
Jennifer Reeves
(Signature of Chair, President, or Vice-President)

Jennifer Reeves DVP

Name and Title

Date: _____ 2/10/2026

Signed by:
By: _____
Tyler Dilbeck
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Tyler Dilbeck Senior Director

Name and Title

Date: _____ 2/10/2026