

**RENEWAL AND AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN TRIAGE LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
STAFFING PROCUREMENT MANAGEMENT SERVICES**

This Renewal and Amendment No. 5 to the Services Agreement (“Agreement”) which was effective on August 1, 2023 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Triage LLC (“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 Agreement was executed for staff procurement management services with a term August 1, 2023 through July 31, 2024 and a total Agreement amount not to exceed \$12,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to allow for services to continue with revisions to the billing rates attached hereto as “Exhibit A-1 Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 1” extending the term for an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full Agreement term of August 1, 2023 through July 31, 2025, and to increase the amount by \$1,200,000 for a revised total Agreement amount not to exceed \$13,200,000; and

WHEREAS, RTG Medical MSP LLC dba RTG Medical assigned all of its right, title, interest in and to all of its terms, covenants, conditions, and obligations on August 24, 2024, to Triage LLC, who accepts the assignment and expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, and conditions and obligations required to be kept, performed, and fulfilled. The County of Monterey consented to the foregoing assignment and assumption on April 28, 2025; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to allow for services to continue with revisions to the billing rates attached hereto as “Exhibit A-2 Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 2” extending the Agreement term retroactive to August 24, 2024 through July 31, 2026, for a revised full Agreement term of August 1, 2023 through July 31, 2026; and an increase of \$5,000,000 for a new total Agreement amount not-to-exceed \$18,200,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 3 to allow for services to continue with revisions to scope of work attached hereto as “Exhibit A-3 Revised Scope of Services/Payment Provisions per Amendment No. 3” with no change to the Agreement term of August 1, 2023 through July 31, 2026, and no change to the total Agreement amount not-to-exceed \$18,200,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to allow for services to continue with revisions to scope of work attached hereto as “Exhibit A-4 Revised Scope of Services/Payment Provisions per Amendment No. 4” with no change to the Agreement term of August 1, 2023 through July 31, 2026, and no change to the total Agreement amount not-to-exceed \$18,200,000; and

WHEREAS, the Agreement expired on August 1, 2026; and

WHEREAS, the Parties currently wish to amend the Agreement to allow for services to continue with revisions to scope of work attached hereto as “Exhibit A-5 Revised Scope of Services/Payment Provisions per Renewal and Amendment No. 5” extending the Agreement term retroactive to August 1, 2026 through

July 31, 2027, for a revised full Agreement term of August 1, 2023 through July 31, 2027; and an increase of \$4,000,000 for a revised Agreement amount not to exceed \$22,200,000.

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, Amendment No. 1, Amendment No. 2, Amendment No. 3, and in Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Subsection 4.1 of Section 4 titled; "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from August 1, 2023 through July 31, 2027, unless sooner terminated pursuant to the terms of the Agreement."
2. Subsection 5.1 of Section 5 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-5 Revised Scope of Services/Payment Provisions per Renewal and Amendment No. 5. The total Agreement amount shall not exceed \$22,200,000."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Renewal and Amendment No. 5 shall be attached to the Agreement.
5. This Renewal and Amendment No. 5 shall be effective retroactive to August 1, 2026.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 5 on the basis set forth in this document and have executed this Renewal and Amendment No. 5 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Nancy Buscher, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

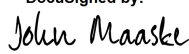
Date: _____

CONTRACTOR

TRIAGE LLC

CONTRACTOR's Business Name

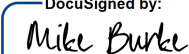
See instructions below

DocuSigned by:

By: _____
G2E0DBF29463477...
(Signature of: Chair, President, or Vice-President)

John Maaske , CEO

Name and Title

Date: 7/13/2026 | 11:07 PM PDT

DocuSigned by:

By: _____
AA5201F79063439...
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Michael K. Burke

Name and Title

Date: 7/13/2026 | 10:46 AM CDT

*****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-5

**Revised Scope of Services/Payment Provisions per Renewal and
Amendment No. 5 (Rates Effective Retroactive to August 1st, 2026)**

Specialty	Inclusive Hourly Bill Rate
Nursing	
Sterile Processing Tech	\$55.00-80.00
Surgical Technologist/OB Tech	\$65.00-\$90.00
RN – Clinic	\$90.00-\$110.00
RN – Psychiatric	\$90.00-\$110.00
RN – Medical/Surgical (MSU), Medical/Surgical/Telemetry	\$100.00-\$120.00
RN – Acute Rehabilitation Unit	\$100.00-\$120.00
RN – Pediatrics	\$100.00-\$120.00
RN – ER	\$100.00-\$120.00
RN – Float Pool	\$100.00-\$120.00
RN – ICU	\$105.00-\$125.00
RN – OR, PACU	\$105.00-\$125.00
RN – NICU	\$100.00-\$125.00
RN – L&D	\$105.00-\$140.00
RN – Post Partum/MIU	\$105.00-\$125.00
RN – Interventional Radiology	\$110.00-\$130.00
RN – Cath Lab	\$110.00-\$130.00
RN – Case Management/Utilization Review	\$95.00-\$115.00
Nursing Supervisor (amount added to all-inclusive rate listed)	\$10.00-\$20.00
Unit/Department Nurse Manager (amount added to all-inclusive rate)	\$25.00-\$35.00
Nurse Educator (amount added to all-inclusive rate listed)	\$10.00-\$20.00
Allied Health	
X-Ray Technologist	\$100.00-\$130.00
CT Technologist	\$110.00-\$130.00
MRI Technologist	\$110.00-\$130.00
Mammography Technologist	\$100.00-\$120.00
Polysomnographer	\$70.00-\$90.00
Sonographer/Ultrasound Technologist	\$110.00-\$130.00
Cardiac Sonographer/Echo Technologist	\$110.00-\$130.00
Dietitian	\$80.00-\$100.00
Nuclear Medicine Technologist	\$105.00-\$125.00
Supervising Dietitian	\$90.00-\$110.00
Clinical Laboratory Scientist	\$90.00-\$110.00
Physical Therapist	\$90.00-\$110.00
Occupational Therapist	\$90.00-\$110.00
Speech Therapist/Speech & Language Pathologist	\$90.00-\$110.00

Pharmacist	\$110.00-\$130.00
Pharmacy Technician	\$65.00-\$85.00
Interventional Radiologic Technologist	\$110.00-\$130.00
Respiratory Care Practitioner	\$90.00-\$110.00
EEG Technician	\$75.00-\$100.00
Telemetry Technician	\$60.00-\$80.00
Endoscopy Technician	\$70.00-\$90.00
Orthopedic Technician	\$70.00-\$90.00
Supervisor (amount added to all-inclusive rate listed)	\$10.00-\$20.00
Other	
Psychiatric Social Worker	\$90.00-\$110.00
Medical Social Worker	\$90.00-\$110.00
Advanced Practitioner	
Certified Nurse Midwife	\$140.00-\$150.00

Billing Terms

Client Work Week: Saturday-Friday.

MSP Administrative Fee: 5% of the all-inclusive bill rate. The bill rate shown above is the Client rate and does not incorporate MSP's 5% administrative fee.

Client Payment Terms: Net 30 from the time County of Monterey Auditor-Controller receives the approved invoice from Client for payment.

Inclusive Rate: Inclusive rates include CP hourly pay rate, cost for housing, per diem and any travel expenses.

Guarantee: 36 or 48 hours per week for twelve (12) hour shifts, or 40 hours per week for eight (8) to ten (10) hour shifts. Guaranteed hours are not applicable for the first week of the Assignment.

Shift Call Off Policy: Client reserves the right to call off or cancel a CP up to the equivalent of one (1) shift every two (2) weeks with no penalty or need to pay for that shift.

Orientation: Client shall not be billed for the first sixteen (16) hours of orientation. Client will be billed for orientation hours in excess of sixteen (16) hours including classroom and hours worked.

Overtime Rate: Any hours worked in excess of forty (40) hours within a defined workweek (Saturday through Friday) shall be billed at the standard hourly bill rate confirmed for the Contract Professional's assignment.

Double Time Rate: Any work performed by CP in excess of twelve (12) hours in a single workday shall be billed at the standard bill rate agreed upon for the Contract Professional's assignment.

Meal Break: CP shall not work for a period of more than five (5) hours without being provided with a meal period of not less than thirty (30) minutes, except when a work period of not more than six (6) hours will complete the days' work, and the meal period is waived by mutual consent. CP is not permitted to waive the first meal break without Client's written permission. Client shall not allow any CP to work for a period of more than ten (10) hours per day without providing the CP with a second meal period of no less than thirty (30) minutes, except that of the total hours worked by such CP is no more than twelve (12) hours, then the second meal period may be waived by mutual consent (but only if the first meal period was not waived). Client shall require that all CP(s) assigned to Client will sign a waiver of second shift meal prior to placement at Client.

On Call Rate: Client billed \$8.00 per hour when CP is placed on call. On Call must be pre-approved by the Client's department manager.

Call Back Rate: Client billed \$10.00 per hour in addition to the all-inclusive hourly rate confirmed in Triage Plus for all hours worked on Call Back. A minimum of two (2) hours will be billed each time Call Back is worked. Call Back hours shall be deducted from On Call hours and will apply towards guaranteed hours.

Holiday Rate: Client billed \$10.00 per hour in addition to the all-inclusive hourly rate confirmed in Triage Plus. Holiday rates apply from midnight to midnight on the following six (6) Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

Incentive/Crisis Rates. Client may designate certain specialties at the time of request as urgent, immediate, special or unique, for which the Incentive Rate or the Crisis Rate may be utilized for a period no more than four (4) weeks duration. Client will notify Triage in writing of the details of the bill rate change, including but not limited to the following: the rate which applies, exact specialties affected and the number of new assignment confirmations to which it will apply. Incentive/Crisis Rates shall be paid as an amount between \$10-\$30 to be added to all-inclusive rates listed for any specialty listed in Exhibit A-4.

Long Term Assignments – Cancellation, Amended from Section 2.10: For all long term assignments for which either written or verbal acceptance of Professional has been given by NMC, NMC agrees to assign and utilize the Professional for the full length of the assignment initially agreed upon, and to pay for services rendered for that term, unless NMC provides CONTRACTOR with written and verbal notice of cancellation of an Assignment at least ten (10) calendar days in advance. Upon receipt of such notification, CONTRACTOR shall either agree to any proposed reduction in service or shall elect to terminate the service at the end of the ten (10) calendar days' notice period. In the event that NMC provides less than ten (10) calendar days' notice of cancellation, NMC shall be responsible for payment of the total Fee during the period covered by the assignment up to a maximum of ten (10) calendar days ("Penalty"). In the event that a long-term assignment is scheduled less than ten (10) calendar days in advance and NMC cancels, NMC shall be responsible for payment of the total Fee due for the period covered by the assignment up to a maximum of ten (10) calendar days ("Penalty"). The Client Penalty shall not exceed \$2,000.00

For long-term assignments, CONTRACTOR may only cancel or reduce the hours of an assignment without penalty if CONTRACTOR provides NMC with written notice of such cancellation or reduction at least ten (10) calendar days in advance of any such cancellation or reduction. Upon receipt of such notification, NMC shall either agree to any proposed reduction in service or shall elect to terminate the assignment at the end of the 10-day notice period without penalty to NMC. In the event that CONTRACTOR provides less than ten (10) calendar days' notice of cancellation or reduction, CONTRACTOR shall pay, as a cancellation fee, an amount equal to the cumulative Guaranteed Hours for the Contracted Professional in ten (10) calendar days times the agreed upon hourly billable rate for such Contracted Professional ("Triage Cancellation Fee"). The Triage Cancellation Fee shall not exceed \$2,000.00.

Rebate: Triage Plus agrees to pay Client a rebate equivalent to two percent (2.0%) of Client's spend through the Triage Plus MSP program. The rebate will be paid to Client on a quarterly basis and Triage will exclude any amounts that have not been paid by Client to Triage at the time the rebate is calculated.

Traveler Conversion. The Parties acknowledge and reaffirm the hiring and conversion provisions set forth in Section 18.0 (Hiring) of the Original Agreement. For clarity, Client may hire a Contract Professional assigned under a long-term assignment without payment of any placement fee, conversion fee, buyout fee, contingency fee, or other charge upon completion of at least thirteen (13) weeks of assignment service providing a minimum of thirty (30) hours per week, consistent with Section 18.2 of the Original Agreement.