

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN CLINICAL MANAGEMENT CONSULTANTS AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT SERVICES FOR DIRECTOR AND EXECUTIVE LEVEL POSITIONS**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on November 21, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Clinical Management Consultants (“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 recruitment services for director and executive level positions with a term November 21, 2022 through November 20, 2024 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, the Parties currently wish to amend the Agreement to extend it for an additional one (1) year period (November 21, 2024 through November 20, 2025) for a revised Agreement term of November 21, 2022 through November 20, 2025 to allow for services to continue, with revisions to the original scope of services/payment provisions attached hereto as “Exhibit A-1: Revised Scope of Services/Payment Provisions as per Amendment No. 1” with \$150,000 increase for a revised total Agreement amount not to exceed \$250,000.

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 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence of Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$250,000”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from November 21, 2022 through November 20, 2025 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-1: Revised Scope of Services/Payment Provisions as per Amendment No. 1”***
4. 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.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.

6. This Amendment No. 1 shall be effective on November 21, 2024.
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.

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 Deputy Auditor/Controller

Date: _____

CONTRACTOR

Clinical Management Consultants

See instructions below

DocuSigned by:

By: Penny Wijayanti
A05DE2257E74182
(Signature of: Chair, President, or Vice-President)

Vice President

Name and Title

Date: 9/23/2024 | 2:25 PM PDT

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

**Revised Scope of Services / Payment Provisions per Amendment No. 1
To Agreement by and between
Natividad Medical Center, hereinafter referred to as “NMC”
AND
Clinical Management Consultants, Inc., hereinafter referred to as “CONTRACTOR”**

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide recruitment services on a contingency basis to NMC for the hiring of Infection Control Nurses, Neonatal Nurse Practitioners, Clinical Nurse Specialists and Director and Executive Level Positions.

II. CONTRACTOR Obligations:

- a. Preliminary Assignment Study and Development of Search Specifications and Strategy:
 - i. CONTRACTOR shall communicate with NMC representatives to discuss current and future hiring needs. Prior to undertaking the search itself, CONTRACTOR shall meet/discuss with NMC management to gain as much knowledge of NMC’s requested staff needs at that time.
 - ii. CONTRACTOR shall ensure it understands NMC’s activities and organizational environment and understands NMC’s plans, objectives and expectations.
 - iii. CONTRACTOR shall develop job marketing campaigns to attract candidates for NMC.
 - iv. CONTRACTOR shall prepare a position and candidate specification, which includes the position description and specifications for the ideal candidate.
 - v. CONTRACTOR shall develop and review with NMC a basic search strategy and a list of target organizations on which the primary thrust of CONTRACTOR’s search is expected to be focused. These deliverables shall be done in a timely manner (between 1-2 weeks).
- b. Research, Source Contacts and Prospective Candidate Screening and Evaluation:
 - i. CONTRACTOR shall identify, discreetly contact, and screen prospective candidates against the candidate specifications.

- ii. CONTRACTOR shall develop reference information on prospective candidates, if possible, before introducing candidates to NMC. Once this phase is initiated the deliverable shall be met within a 2-3 week period.

c. Candidate Reports and Introductory Meetings:

CONTRACTOR shall submit to NMC candidate resumes including education data and a detailed career history of the most qualified and attractable individuals no longer than three (3) weeks after the initial request by NMC to CONTRACTOR requesting a desired hire.

d. Replacement Searches:

- i. CONTRACTOR agrees to make every possible effort to present NMC with the best candidates.
- ii. CONTRACTOR shall provide NMC with a minimum (ninety) 90-day guarantee of job suitability.
- iii. CONTRACTOR shall provide an acceptable-to-NMC replacement candidate within (sixty) 60 days if the referred employee's employment is discontinued for any reason, excluding reduction in force, reorganization, or due to misrepresentation of job duties by NMC, within the first (ninety) 90 days of employment.
- iv. In event of a replacement search, with no material change to the candidate's specification, CONTRACTOR shall apply the original fees previously paid by NMC toward the replacement search. CONTRACTOR shall not be liable for any consequential or other damage from the termination or resignation of the hired candidate after a period of ninety (90) days.

e. Unsuccessful Recruitment Conditions:

In the event there is no successful candidate after six months, the assignment will be reviewed with NMC in detail and, if both parties mutually agree to continue, changes may be made to the specification, search approach and fees as described in a supplementary proposal letter.

f. Referral Term:

Referrals made by CONTRACTOR shall remain effective for a period of two (2) years from the most recent referral date. NMC is only obligated to the referral term after such request was made. In the event CONTRACTOR sends a referral for a candidate for a position that was not requested NMC is not subject to the referral terms outlined above.

III. NMC Responsibilities

- a. NMC shall schedule and conduct candidate interviews at their own discretion, CONTRACTOR shall not be present at the interviews.
- b. NMC shall participate in meetings during the preliminary assignment phase to assist CONTRACTOR in understanding the needs of NMC.
- c. NMC shall become acquainted with the background of the finalist candidates and NMC has the option to conduct two or three reference checks. NMC shall communicate to CONTRACTOR which candidates they shall check references on and which candidates CONTRACTOR shall check references on.
- d. NMC shall keep record of the requests for and referrals provided by CONTRACTOR.

IV. Pricing/Fees:

- a. CONTRACTOR shall provide recruitment services on a contingency basis in which no fees are paid in advance by NMC.
- b. CONTRACTOR shall be paid a fee of twenty percent (20%) based upon the accepted candidate's annualized base compensation, with a maximum placement fee of \$40,000.
- c. Travel expenses will not be reimbursed under this agreement.
- d. 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.
- e. 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.