# SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND CALIFORNIA LOCUMS P.C.

This Second Amendment is entered into between the County of Shasta, through its Health and Human Services Agency ("County"), a political subdivision of the State of California, and California Locums Professional Corporation, a California corporation ("Contractor").

### RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on and effective February 23, 2016, for the provision of locum tenens psychiatric services; and

WHEREAS, the original agreement was amended on and effective September 13, 2016 to expand the scope of resources available to include nurse practitioners, and their corresponding service rates; and

WHEREAS, County and Contractor desire to further amend the agreement to (1) increase the maximum amount payable under this agreement during the term of the agreement, and (2) extend the term of the agreement.

NOW, THEREFORE, the agreement is amended as follows:

- I. **Section 3. COMPENSATION**, of the agreement is amended as of the Effective Date of this Second Amendment, in its entirety, to read as follows:
  - A. County shall compensate Contractor for services rendered in accordance with the rates and terms prescribed in **EXHIBIT A-1**, attached and incorporated herein. The total compensation payable to Contractor under this agreement, shall not exceed \$1,437,000 during the term of this agreement.
  - B. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- II. Section 5. <u>TERM OF AGREEMENT</u>, is amended as of the Effective Date of this Second Amendment, in its entirety to read as follows:

The term of this agreement shall commence as of February 23, 2016 and shall be in effect until June 30, 2019. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the

following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

## III. REAFFIRMATION

In all other respects, the agreement, as amended, and any attachments, remains in full force and effect.

# IV. ENTIRE AGREEMENT

The agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

## V. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective as of February 23, 2018.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

	COUNTY OF SHASTA
Date	LES BAUGH, CHAIRMAN
	Board of Supervisors County of Shasta State of California
ATTEST: LAWRENCE G. LEES Clerk of the Board of Supervisors	
By: Deputy	
Approved as to form: RUBIN E. CRUSE, JR	RISK MANAGEMENT APPROVAL
Alan B. Cox Deputy County Counsel	By: James Johnson Risk Management Analyst
	CONTRACTOR
Date3/22/18	By: Kevin Thill
	Manager
Date 3/22/18	By: Douglas B Vline
	Doug Kline Chief Fiscal Officer
	Tax I.D.#: On File