

Fifth Amendment to Locum Tenens Agreement – Fiscal Year 2023/2024

This Fifth Amendment to Locum Tenens Agreement (the “**Amendment**”), dated and effective as of June 1, 2024 (the “**Effective Date**”), is entered into by and between Barton & Associates, Inc., a Delaware corporation (“**Barton**”), and Solano County Health and Social Services Department, a/an California political subdivision (“**Client**”, and together with Barton, each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Barton and Client entered into that certain Locum Tenens Agreement dated as of July 1, 2021 and amended on December 14, 2022, February 22, 2023, September 1, 2023 & November 29, 2023 (as amended, the “**Agreement**”); and

WHEREAS, Barton and Client desire to amend certain provisions of the Agreement to extend the term and update the financial terms.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby warrant, covenant, and agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings ascribed to them in the Agreement.
2. Amendments to the Agreement. As of the Effective Date hereof, the Agreement is hereby amended or modified as follows:

(a) Section 4(a) of the Agreement shall be amended by deleting it in its entirety and replacing it with the following:

Each Barton invoice will be based on services provided and/or on the commercial terms contained in each Placement Order, or, if applicable, any separate agreements between the parties. Unless otherwise agreed, the rates included on each Placement Order are inclusive of Provider’s services, Barton’s services, and professional liability expenses. The total additional fees for services rendered pursuant to this Agreement for FY 2023/2024 will not exceed \$535,000. The total fees for services rendered for the entire agreement will not exceed \$1,735,000.

(b) Section 5(a) of the Agreement shall be amended by deleting it in its entirety and replacing it with the following:

This Agreement is effective on the Effective Date and will remain in effect unless it is terminated under Section 5(b).

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the Effective Date written above. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in

full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(b) The headings of this Amendment are for reference only and do not affect the interpretation of this Amendment.

(c) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(d) This Amendment, together with the Agreement and all Placement Orders, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such matter. This Amendment shall not be modified, amended, or supplemented in any way except as agreed to in writing and signed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment, and this Amendment shall be effective as of the Effective Date.

Barton & Associates, Inc.

**Client: Solano County Health and
Social Services Department**

By: Michael Pizzo  06/10/2024
12:28 PM PDT
Name: Michael Pizzo
Title: Director, Sales & Recruiting

By: _____
Name: Bill Emlen
Title: County Administrator

APPROVED AS TO FORM

By: Lori Mazzella  06/10/2024
12:31 PM PDT
Name: Lori Mazzella
Title: Deputy County Counsel

[Signature Page to Fourth Amendment to Locum Tenens Agreement]