



Amendment One to Master Professional Services Agreement

This Amendment One ("Amendment") is made as of March 21, 2023 (the "Amendment Effective Date") by and among **Medicus Healthcare Solutions, LLC**, a New Hampshire limited liability company with a principal place of business at **22 Roulston Rd., Windham, NH 03087** [referred to herein as "Medicus"] and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes with a principal place of business at **1800 W. Charleston Blvd., Las Vegas, NV 89102** [referred to herein as "Client"].

WHEREAS, Medicus and Client entered into a Master Professional Services Agreement, with a Statement of Work (SOW) to provide anesthesia locum tenens and CRNA advanced practitioners both effective on November 16, 2022 (collectively the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement with this Amendment.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 2.1 Term, the end date of May 16, 2023 shall be replaced with December 31, 2023.
2. Exhibit B (Statement of Work), Section 4 Fees, shall be deleted in its entirety and replaced with the following:

Fees. In consideration of the additional services provided hereunder (Transition Management Services as described in Section 2 hereto), Client shall pay Medicus a Management Fee equal to twelve percent (12%) of the total locum tenens fees (excluding travel expenses) paid hereunder. The Management Fee shall be included within the biweekly invoice sent to Client for each Practitioner's services.

The Transition Services pricing model is as follows for this engagement:

- Provider Hourly Rate:
 - General OR: \$485.00 per hour
 - Peds: \$515.00 per hour
- Provider On Call/Pager Rate:
 - Trauma 1: 1.25% per hour of Provider hourly rate
 - Trauma 2: \$1,500.00 to hold pager
 - Trauma 3: \$1,500.00 to hold pager
- Provider Call Back Rate: Call Back – Overtime hourly rate
- Medical Malpractice Coverage Hourly Rate: \$18.00 per hour
- Overtime and Holiday Rate: Time and a half
- Client will retain all receivables from the professional billing completed for the coverage that Medicus' Providers provide.
- Weekend On Call Rate: \$2,250.00 per shift

**The rates listed above will also apply to the Schedule 1 Anesthesia Transition Management Proposal.*

**Rates listed above are subject to change based on market conditions with sixty (60) days prior written notice to Client.*

During the SOW Term of this Agreement, Client will compensate Medicus in an amount not-to-exceed Sixteen Million Dollars (\$16,000,000.00).

3. Exhibit B (Statement of Work), Section 6 SOW Term, the end date of May 16, 2023 shall be replaced with December 31, 2023.

All other provisions of the Agreement not conflicting with this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Amendment as of the Amendment Effective Date. Each person who signs this Amendment below represents that such person is fully authorized to sign this Amendment on behalf of the applicable party.

Medicus

Name: Heather Croke

Signature: _____

Date: _____

Title: CPO

DocuSigned by:
Heather Croke
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1/24/2023 | 7:53 PM EST

Client:

Name: Mason Van Houweling

Signature: _____

Date: _____

Title: Chief Executive Officer

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Medicus Healthcare Solutions, LLC						
(Include d.b.a., if applicable)						
Street Address:		22 Roulston Road		Website: medicushcs.com		
City, State and Zip Code:		Windham, NH 03087		POC Name: Ken Goodnow Email: kgoodnow@medicushcs.com		
Telephone No:		603-328-6255		Fax No:		
Nevada Local Street Address: (if different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Joe Materese	Chairman of the Board	26.7%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Ryann Trainor

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Ryann Trainor

Signature
Contracts Manager
Title

Print Name
11/16/2022 | 12:40 PM EST
Date