

**AMENDMENT NO. 6  
TO SERVICES AGREEMENT  
BETWEEN B.E.SMITH, INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
INTERIM EMPLOYEE SERVICES**

This Amendment No. 6 to the Services Agreement ("Agreement") which was effective on January 1, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and B.E. Smith, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for Information and telecommunication Technology Consulting and Support Services with a term January 1, 2013 through June 30, 2013 and a total Agreement amount not to exceed \$100,0000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on April 16, 2013 Amendment No. 1 to extend the term for an additional six month period through December 31, 2013 and to add an additional \$576,200, thereby increasing the total agreement amount to \$676,200; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on February 11, 2014 via Renewal and Amendment No. 2 to extend the term for an additional six month period through June 30, 2014 and adding an additional \$183,000, thereby increasing the total agreement amount to \$859,200; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Amendment No. 3 to extend the term for an additional six month period through December 31, 2014 and to add an additional \$639,300 thereby increasing the total agreement amount to \$1,498,500; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on September 30, 2014 via Amendment No. 4 to extend the term for an additional six month period through June 30, 2015 and adding an additional \$633,000, thereby increasing the total agreement amount to \$2,131,500; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on June 16, 2015 via Amendment No. 5 to extend the term for an additional one year period through June 30, 2016 and adding an additional \$887,648, thereby increasing the total agreement amount to \$3,019,148; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional six month period for a revised term of January 1, 2013 through December 31, 2016 to allow for services to continue with additions to the original scope of work attached hereto as "Amendment 6 to Exhibit A" with a \$132,000 increase for the added services for a total Agreement amount of \$3,151,148.

**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 Original Agreement and in Amendment No 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following; *"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A of the original Agreement, Amendment 3 to Exhibit A, Amendment 5 to Exhibit A, plus Amendment 6 to Exhibit A attached hereto. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$3,151,148. "*

2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following;  
*"The term of this Agreement is January 1, 2013 to December 31, 2016 unless sooner terminated pursuant to this Agreement"*
3. Section 4, "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: Scope of Services/Payment Provisions**  
**Amendment 3 to Exhibit A**  
**Amendment 5 to Exhibit A**  
**Amendment 6 to Exhibit A**
4. A new paragraph 17 shall be added to the Agreement and titled "CONTRACTOR REPORTING REQUIREMENT FOR PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS):  
*17.1 "CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the Agreement, at least two days prior to the individual being assigned by CONTRACTOR."*  
  
*17.2 "CONTRACTOR shall identify in writing to NMC a PERS annuitant who is sent to report for NMC service under the Agreement, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC."*  
  
*17.3 "The term 'identify' is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number."*  
  
*17.4 "The term 'PERS affiliation' is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS."*  
  
*17.5 "Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to NMC of such individual."*  
  
*17.6 "The term 'PERS annuitant' is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS."*  
  
*17.7 "TEMPORARY EMPLOYMENT ASSIGNMENT. CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with NMC. CONTRACTOR shall notify NMC when an individual employee's hours working for NMC is approaching six-hundred and fifty (650) hours in a fiscal year. A fiscal year is defined as July 1<sup>st</sup> through June 30<sup>th</sup>."*  
  
*17.8 "An employee of the CONTRACTOR shall not be assigned to work at NMC for more than seven-hundred and twenty (720) hours in a fiscal year."*  
  
*17.9 "NMC shall not pay CONTRACTOR for services rendered beyond seven-hundred and twenty (720) hours per fiscal year."*
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 6 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5.
6. A copy of this Amendment No. 6 shall be attached to the Original Agreement.

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment No. 6 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

*Signature page to follow*

**Natividad Medical Center**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

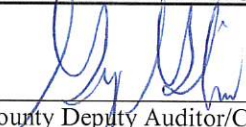
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By:   
\_\_\_\_\_  
Monterey County Deputy County Counsel

Date: May 6, 2016

**APPROVED AS TO FISCAL PROVISIONS**

By:   
\_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 5-9-16

**CONTRACTOR**

B.E. Smith, Inc.

\_\_\_\_\_  
**CONTRACTOR's Business Name\*\*\*** (see instructions)




\_\_\_\_\_  
Signature of Chair, President, or Vice-President

Patricia Cochrell, Vice President/Leadership Advisor

\_\_\_\_\_  
Name and Title

04/29/2016

Date: \_\_\_\_\_

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Cody Burch, Executive Vice President/CFO

\_\_\_\_\_  
Name and Title

04/29/2016

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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)



**B . E . S M I T H**

**AMENDMENT 6 TO EXHIBIT A**

**INTERIM SERVICES AGREEMENT**

**1. B.E. Smith Interim Services, Inc. (“Smith”)** Smith agrees to provide Natividad Medical Center, a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California (“Client”) an interim leadership professional for the following position: **Interim Infection Control Nurse (Position)**.

- (a) Smith will interview Client to determine Client’s requirements for Professional’s leadership, managerial, operational, and/or clinical background.
- (b) Smith will present to Client a Professional Smith believes meets Client’s requirements for Position.
- (c) Upon acceptance of Professional by Client, Professional will be paid by Smith as an employee of Smith, and Smith assumes responsibility for such payment.
- (d) Professional will not be considered an employee of Client. Client will direct Professional only as to the ultimate outcome of the work to be performed.
- (e) If Professional does not meet the Client’s requirements for the position once the Professional is working for Client, Smith will replace the Professional with a different candidate at no additional expense to the Client.

**2. Smith.** Smith agrees to pay for lodging, airfare, and rental car for Professional during the entire term of this agreement.

**3. Smith.** Smith agrees to provide a Leadership Advisor who will visit the job site two times during the engagement. Any additional visits shall be negotiated between the Client and Smith, and must be agreed upon in advance in a writing signed by the parties to this contract if they result in any additional cost to Client, including by not limited to expense reimbursement.

**4. Client.** Client agrees to pay to Smith **Three thousand dollars** after the Professional completes a trial of ten days working for the Client.

Client also agrees, upon acceptance of Professional:

- (a) To allow Professional to travel home twice per month. When Professional travels home twice per month, they will leave the hospital no earlier than 1700 on Thursday returning to work on the following Tuesday no later than 0800.
- (b) To pay to Smith seven thousand three hundred dollars for each week or any part thereof after the first week for services rendered by Smith. Payment will be in accordance with section 6 of Natividad Medical Center/County of Monterey agreement for Professional Services.
  - (i) The first week’s fee will be prorated based on the number of weekdays worked or traveled by the Professional during the first week.

- (ii) If Client delays Professional's start date by five calendar days or more from date of acceptance, Client's first week prorated fee will begin with the sixth day following the day of the presentation call.
- (c) To reimburse Smith for all of Smith's Leadership Advisor travel expenses for two site visits, including air travel, lodging, meals and car rental, in accordance with the County of Monterey Travel Policy.
- (e) In the event Professional or any candidate presented by Smith is subsequently hired, retained, contracted or otherwise engaged by Client within twenty four months after the later of (i) the presentation by Smith or (ii) the termination of this Agreement, Client will pay to Smith a **placement fee of forty percent (40%) of the agreed upon annual salary of the candidate.** This placement fee is due in full to Smith when the Professional or candidate is hired, retained, or contracted by Client other than under the auspices of Smith.