

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN B.E. Smith Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Interim Employee Services**

This Amendment No. 3 to Professional Services Agreement ("Agreement"), dated January 1, 2013 , is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and B.E. Smith, Inc (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on March 12, 2013 via Amendment No. 1; and on January 1, 2014 via Amendment No. 2; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue and to add additional services requested by County; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$639,300 because of the term extension and the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Amendment-No.3 to Exhibit A, attached to this Amendment, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-3 to Exhibit A.
2. Section 1, "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-12438/MYA723) shall not exceed the total sum of \$1,498,500 for the full term of the Agreement*".
3. Section 2, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1 2013 to June 30, 2013 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from January 1, 2013 to December 31, 2014 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No.1 and 2 are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 3 and all previous amendments shall be attached to the original Agreement (No. A-12438/MYA723).
6. The effective date of this Amendment No. 3 is April 15, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

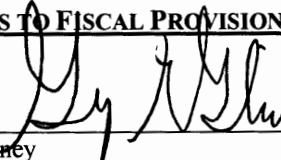
Date: 3/2/14

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: March 17, 2014

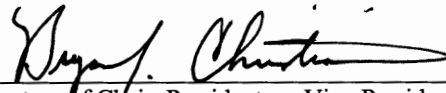
APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 3-17-14

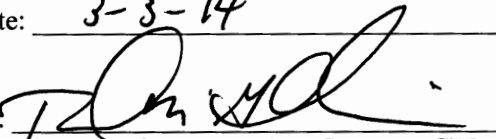
Contractor

B. E. Smith, Inc.
Contractor's Business Name*** (see instructions)

 _____
Signature of Chair, President, or Vice-President

Bryan Christman, Vice President
Name and Title

Date: 3-5-14

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

RICK M GLOCKLEIN, CFO
Name and Title

Date: 3-5-14

***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)



B . E . S M I T H

AMENDMENT-3 TO EXHIBIT A

INTERIM SERVICES SCOPE OF WORK

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”) interim leadership professionals for the following positions (**Positions**):

- **Interim Patient Care Senior Leader**
- **Interim Director – Perioperative Services**
- **Interim Director - Engineering**

If not previously completed for Positions, Smith agrees to:

- (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 Project Leader 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 five thousand dollars after the Professional completes a trial of ten days working for the Client.

Client also agrees, upon acceptance of Professional:

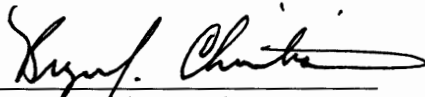
- (a) To allow Professional to travel home twice per month. When Professional travels home twice per month, they will leave the hospital no earlier than 1700 on Thursday returning to work on the following Tuesday no later than 0800.
- (b) To pay to Smith for each week or any part thereof after the first week for services rendered by Smith. Weekly fees for the Positions consist of:
 - **Interim Patient Care Senior Leader:** \$8,400
 - **Interim Director – Perioperative Services:** \$8,000
 - **Interim Director – Engineering:** \$7,700

Total amount payable by Client to Smith not to exceed \$1,498,500 for the full term of Agreement. Payment will be in accordance with section 6.01 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 Project Leader 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 one hundred and fifty thousand dollars. 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.



B. E. Smith, Inc., by
Bryan Christianson
Vice President

Date: 3-5-14



Natividad Medical Center, by
Name: Henry Weiss
Title: CE

Date: 3/2/14