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File #:	A 13-035	Name:	B.E. Smith Amendment #1
Type:	BoS Agreement	Status:	Consent Agenda
File created:	3/12/2013	In control:	Board of Supervisors
On agenda:	4/16/2013	Final action:	
Title:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA 723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to December 31, 2013 and adding \$576,200 for a revised total Agreement amount not to exceed \$676,200 in the aggregate.		
Sponsors:	Sid Cato		
Attachments:	BE Smith Amendment #1, Completed Board Order		

[History \(0\)](#)
 [Text](#)

Title

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA 723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to December 31, 2013 and adding \$576,200 for a revised total Agreement amount not to exceed \$676,200 in the aggregate.

Report

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA 723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to December 31, 2013 and adding \$576,200 for a revised total Agreement amount not to exceed \$676,200 in the aggregate.

SUMMARY/DISCUSSION:

NMC is currently recruiting for a Chief Nursing Officer (Interim Patient Care-Senior Leader) and is contracting with B.E. Smith for an interim. California regulations, Title 22 require that NMC have Nursing Officer oversight for the nursing division. It is anticipated that the recruitment process will take approximately 90 days in an effort to conduct a nationwide search for the most qualified candidate. Once a candidate is identified we believe that he/she would be required to provide a minimum of 30 days notice and appropriate moving time if necessary. Extension of this contract will provide NMC the ability to have an Interim in the Chief Nursing Officer (Interim Patient Care-Senior Leader) role to ensure compliance with Title 22.

B.E. Smith is a nationally recognized expert in hospital interim management. Due to the difficulty anticipated with filling this executive position NMC is requesting an increase in the original contract amount. This increase will provide NMC with the ability to have an interim serve in the facilities Chief Nursing Officer role as well as the need for a Nursing Services Division Director (Interim Patient Care-Medical/Surgical Leader) for a period of up to six months. Currently, NMC also has two Nursing Service Division Manager positions vacant and is recruiting to fill them as well.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment No. 1 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 1 as to fiscal provisions. The Amendment No. 1 has also

been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Amendment No. 1 is \$576,200. \$200,000 is included in the Fiscal Year 2012/2013 adopted budget.

Amount for remaining years of the agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by: Janine Bouyea, H.R. Director,

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Amendment No. 1 and Agreement

Attachments on file with the Clerk to the Board Office



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12438

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA 723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to December 31, 2013 and adding \$576,200 for a revised total Agreement amount not to exceed \$676,200 in the aggregate.

PASSED AND ADOPTED on this 16th day of April 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on April 16, 2013.

Dated: April 22, 2013
File Number: A 13-035

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  _____
Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN B.E SMITH INC. AND
THE NATIVIDAD MEDICAL CENTER
FOR
INTERIM EMPLOYEE SERVICES**

This Amendment No. 1 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 **January 1, 2013** via the Agreement.

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$576,200 because of and to continue to provide services associated with Interim Employee Services within the County of Monterey.

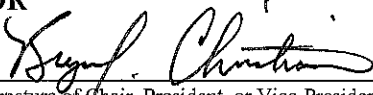
AGREEMENT

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA723).
2. Section 2. "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. (MYA723) shall not exceed the total sum of \$676,200 for the full term of the Agreement.*"
3. Section 3. "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, 2013 unless sooner terminated pursuant to this Agreement.*"
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment shall be attached to the original Agreement (No. MYA723).
6. The effective date of this Amendment is March 12, 2013.

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.

CONTRACTOR

Signature 1 
(Signature of Chair, President, or Vice-President)***

Dated 2/6/2013

Printed Name Bryan Christman

Title Vice President

Signature 2 _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) ***

Dated _____

Printed Name _____


Title _____

***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. 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. 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.

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager


Dated _____

Signature 
NMC - CEO

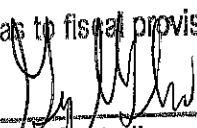
Dated 2/12/13

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By 
Anne Brauer
Deputy Attorney for County and NMC

Dated: Feb 21, 2013

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey
2-25-13