

**AMENDMENT NO. 3
FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN
Aya Healthcare Inc.
AND THE NATIVIDAD MEDICAL CENTER
FOR
Registry Nursing Services**

The Parties to Master Agreement, No. A-11899 ("Agreement"), dated October 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Aya Healthcare Inc. ("Contractor"), hereby agree to amend their Agreement on the following terms and conditions:

RECITALS

WHEREAS, the Parties entered into an Agreement for a three-year term ending June 30, 2011, containing an option to extend for three additional one (1) year periods, a provision stating that the Agreement did not allocate a maximum or minimum amount of funds to any particular contractor issued an agreement pursuant to RFP #10093, and a provision stating that for the term October 1, 2008 through June 30, 2009, NMC would pay a total amount not to exceed \$2,156,249 for all contracts issued pursuant RFP #10093; and

WHEREAS, on April 6, 2010, the Board of Supervisors ("Board") authorized the NMC Purchasing Manager to extend for an additional one-year period all contracts issued pursuant to RFP#10093 for the period of July 2009 to June 30, 2010 giving an additional \$1, 265, 030 in July 2009 and another increase of \$350,000 in April of 2010; and

WHEREAS, on December 14, 2010, the Board authorized the NMC Purchasing Manager to extend for an additional one-year period all contracts issued pursuant to RFP #10093 for the period July 1, 2010 to June 30, 2011, giving an additional increase of \$250,000 in December 2010; and

WHEREAS, on February 15, 2011, the Board approved an increase in the total aggregate amount for all contracts issued pursuant to RFP #10093 for the period December 1, 2010 to June 30, 2011 giving an additional \$1,500,000; and

WHEREAS, on June 28, 2011, the Board authorized the NMC Purchasing Manager to extend for an additional one-year period all contracts issued pursuant to RFP #10093 for the period July 1, 2011 to June 30, 2012 giving an additional \$2,000,000; and

WHEREAS, on June 12, 2012, the Board authorized the NMC Purchasing Manager to extend for an additional one-year period all contracts issued pursuant to RFP #10093 for the period July 1, 2012 to June 30, 2013 giving an additional \$2,000,000; and

WHEREAS, on August 27, 2013, the Board authorized the NMC Purchasing Manager to extend for an additional one-year period all contracts issued pursuant to RFP #10093 for the period July 1, 2013 to June 30, 2014 giving an additional \$2,000,000; and

WHEREAS, NMC seeks Board authorization for NMC to increase the Agreement per Amendment No.3 to all contracts issued pursuant to RFP #10093 in the amount of \$1,000,000 for the period July 1, 2013 to June 30, 2014 increasing the yearly total, thereby bringing the not to exceed amount for the 2013/2014 fiscal year to \$3,000,000; and

WHEREAS, NMC wishes to extend and seeks authorization to increase the Agreement per Amendment No.3 to all contracts issued pursuant to RFP #10093 in the amount not to exceed \$3,000,000 for the period July 1, 2014 to June 30, 2015; and

WHEREAS, the total aggregate amounts for all contracts issued pursuant to RFP #10093 from 2008 to June 30, 2015 would be \$14,171,279.

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.
2. Section 2.1 of the Agreement is amended to read in its entirety: *“The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for an additional one (1) year period. The parties have agreed to exercise the option to extend this AGREEMENT for an additional one (1) year period through June 30, 2015. The parties have agreed to extend the AGREEMENT for an additional one (1) year period through June 30, 2015.”*
3. Section 3 of Addendum #1 to the Agreement is amended to read in its entirety: *“NMC shall pay a total amount not to exceed of \$6,000,000 for the term July 1, 2013 through June 30, 2015, pursuant to the terms of the Master Agreement, RFP #10093, with the authority to open purchase orders and distribute these funds between all of the Contractors under the Master Agreement in any manner of allocation determined to be appropriate by NMC and County. As stated in the Master Agreement, NMC and County do not covenant to allocate a maximum or minimum amount of funds to any particular Contractor.”*
4. Section 4 of Addendum #1 to the Agreement is amended to read in its entirety: *“NMC shall pay a total amount not to exceed of \$6,000,000 for the term July 1, 2013 through June 30, 2015, pursuant to the terms of the Master Agreement, RFP #10093, with the authority to open purchase orders and distribute these funds between all of the Contractors under the Master Agreement in any manner of allocation determined to be appropriate by NMC and County. As stated in the Master Agreement, NMC and County do not covenant to allocate a maximum or minimum amount of funds to any particular Contractor.”*
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 3 shall be attached to the original Agreement.
7. The effective date of this Amendment is July 1, 2014.

This space intentionally left blank.

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: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: June 5, 2014

APPROVED AS TO FISCAL PROVISIONS

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

Date: 6-6-14

CONTRACTOR

Aya Healthcare, Inc.
Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

Alan Braynin, President/CEO
Name and Title

Date: 5/21/14

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

Kelly Von Hagen, Secretary or Contracts Manager
Name and Title

Date: 5/21/14

*****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)

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

TG HEALTH CARE SERVICES (“Assignor”)

and

AYA HEALTHCARE INC (“Assignee”)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of May 12, 2014 (the “**Assignment Effective Date**”), by and between TG HEALTH CARE SERVICES, (“**Assignor**”), and AYA HEALTHCARE INC (“**Assignee**”).

RECITALS

A. COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Assignor entered into that Registry Nursing Services Agreement effective as of October 1, 2008 (the “**Agreement**”).

B. Assignor now wishes to assign to Assignee all of its right, title and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of May 12, 2014 (“Assignment Effective Date”), Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.

2. Assumption. Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.

3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Third Party Beneficiaries. Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

5. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

(iii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iv) Governing Law. This Assignment shall be construed under the laws of the State of California.

(v) Amendments. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(vi) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR: 
TG HEALTH CARE SERVICES
("Assignor")

ASSIGNEE: 
AYA HEALTHCARE INC
("Assignee")

By: Alan Braynir, President/CEO

Tax ID# 27-0738500

ACKNOWLEDGEMENT AND CONSENT

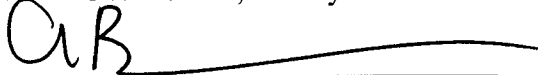
COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER, hereby consents to the foregoing assignment and assumption.

COUNTY OF MONTEREY

By: _____
Contracts /Purchasing Manager


By: _____
Natividad Medical Center Representative

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel


Anne K. Brereton, Deputy County Counsel

June 5, 2014

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

6-6-14