

**AMENDMENT NO. 3
FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN
Healthcare Pros
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 Healthcare Pros ("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.

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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~~ 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

Health Care Pros, Inc.
Contractor's Business Name*** (see instructions)

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

Aaron Alstrom, Director of operations
Name and Title

Date: 5-20-2014

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

Lisa Amour, Secretary
Name and Title

Date: 05-20-14

***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)