

**AMENDMENT NO. 4  
TO SERVICES AGREEMENT  
BETWEEN Marci Bracco Cain AND  
NATIVIDAD MEDICAL CENTER  
FOR  
MARKETING & PUBLIC RELATIONS CONSULTING SERVICES**

This Amendment No. 4 to the Services Agreement ("Agreement"), dated January 1, 2012 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Marci Bracco Cain, (hereinafter "CONTRACTOR"), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for Marketing and Public Relations Consulting Services with a one year term and a total Agreement amount not to exceed \$100,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on November 14, 2012 via Amendment No. 1 to extend the term for an additional six month period through June 30, 2013 at no cost increase; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on June 12, 2013 via Amendment No. 2 to extend the term for an additional one year period through June 30, 2014 and to add an additional \$100,000, thereby increasing the total agreement amount to \$200,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Renewal and Amendment No. 3 to extend the term for an additional one year period through June 30, 2015 and to add an additional \$50,000, thereby increasing the total agreement amount to \$250,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional twenty seven month period through September 30, 2017 and to increase the total Agreement amount by \$50,000 so as to pay for continued services as needed.

**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, Amendment No. 2, and Renewal and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 1, "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. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000."***
2. The first sentence of Section 2 "TERM OF AGREEMENT" shall be amended to the following; ***"The term of this Agreement is January 1, 2012 to September 30, 2017 unless sooner terminated pursuant to this Agreement"***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 and Renewal and Amendment No. 3.
4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 4 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: \_\_\_\_\_  
Gary R. Gray, DO, Interim CEO

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

APPROVED AS TO LEGAL PROVISIONS

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

Date: 4/3/15

APPROVED AS TO FISCAL PROVISIONS

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

Date: 4-6-15

CONTRACTOR

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

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

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

Date: 3.24.15

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

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

Date: 3.24.15

\*\*\*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)