



Monterey County

Board Order

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

Agreement No.: A-12438

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

Approved and authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-12438/MYA723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to June 30, 2015 and adding \$633,000 for a revised total Agreement amount not to exceed \$2,131,500.

PASSED AND ADOPTED on this 30th day of September 2014, 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 77 for the meeting on September 30, 2014.

Dated: October 1, 2014
File Number: A 14-222

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

By Denise Hancock
Deputy

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN B.E. SMITH AND
THE NATIVIDAD MEDICAL CENTER
FOR
INTERIM EMPLOYEE SERVICES**

This Amendment No. 4 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 original Agreement scope of services had a 6 month term and included one interim Medical-Surgical Leader/Nursing Services Division Director and one interim Senior Leader/Chief Nursing Officer; and

WHEREAS, the County and Contractor amended the Agreement previously on March 12, 2013 via Amendment No. 1 to extend the term of the Agreement for an additional 6 months as both interim positions were still needed and to increase the total Agreement amount by \$576,200 so as to pay for the continued services as needed; and

WHEREAS, the County and Contractor amended the Agreement previously on January 1, 2014 via Renewal & Amendment No. 2 to extend the term of the Agreement for an additional 6 months and to increase the total Agreement amount by \$283,000 so as to pay for the continued services as needed; and

WHEREAS, the County and Contractor amended the Agreement previously on April 15, 2014 via Amendment No. 3 to extend the term of the Agreement for an additional 6 months and to increase the total Agreement amount by \$639,300 so as to pay for the continued services as needed; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term for an additional 9 months and to increase the total Agreement amount by \$633,000 so as to pay for continued services as needed.

AGREEMENT

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

1. Contractor shall continue to provide NMC with the same scope of services as stated in and attached to the Agreement and as amended per Amendment No. 3 to Agreement.
2. Section 2. "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, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,131,500."*
3. Section 3. "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is from January 1, 2013 to June 30, 2015 unless sooner terminated pursuant to this*

Amendment No. 4 to Agreement between
B.E. Smith, Inc. and NMC
for Interim Employee Services
Term: 1/1/13 thru 6/30/15
Not to Exceed: \$ 2,131,500

Agreement. This Amendment to the Agreement is of no force or effect until signed by both Contractor and NMC and with NMC signing last".

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1, 2, and 3, are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 4 and all previous amendments shall be attached to the original Agreement.
6. The effective date of this Amendment is September 1, 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: _____
NMC Deputy Purchasing Agent

Date: _____

By: _____
NMC Administrator (not required)

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB _____
Deputy County Counsel

Date: Aug 21, 2014

APPROVED AS TO FISCAL PROVISIONS

By: My [Signature] _____
Deputy Auditor/Controller

Date: 8-21-14

Contractor

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

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

MICHAEL J. SUPPLE
Name and Title

Date: 8/20/14

By: Cody Burch
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer

Cody Burch, CFO
Name and Title

Date: 8/20/14

*****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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

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