

**AMENDMENT No. 4**  
**FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**Tempus (Emerald Health Services)**  
**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 Tempus (Emerald Health Services) ("CONTRACTOR"), hereby agree to amend their Agreement on the following terms and conditions:

**RECITALS**

**WHEREAS**, the Parties entered into an Agreement for Nurse Registry Services pursuant to RFP #10093 with a three-year term ending June 30, 2011 plus an option to extend for two 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, and whereby the Board of Supervisors approved an aggregate total amount not to exceed \$2,156,249; and

**WHEREAS**, on April 6, 2010, the Board of Supervisors approved an increase to the total aggregate amount of \$1,615,030 for all contracts issued pursuant to RFP #10093 for a revised total aggregate not to exceed \$3,771,279; and

**WHEREAS**, on December 14, 2010, the Board of Supervisors approved an increase to the total aggregate amount of \$1,515,030 for all contracts issued pursuant to RFP #10093 for a revised total aggregate amount not to exceed \$5,286,309; and

**WHEREAS**, on February 15, 2011, the Board of Supervisors approved an increase to the total aggregate amount of \$1,500,000 for all contracts issued pursuant to RFP #10093 for a revised total aggregate amount not to exceed \$6,786,309; and

**WHEREAS**, on June 28, 2011, the Board of Supervisors approved an increase to the total aggregate amount of \$2,000,000 for all contracts issued pursuant to RFP #10093 for a revised total aggregate amount not to exceed \$8,786,309; and

**WHEREAS**, on June 12, 2012, the Board of Supervisors approved an increase to the total aggregate amount of \$2,000,000 for all contracts issued pursuant to RFP #10093 for a revised total aggregate amount not to exceed \$10,786,309 and approved Amendment No. 1 which extended the term through June 30, 2013; and

**WHEREAS**, on August 27, 2013 the Board of Supervisors approved an increase to the total aggregate amount of \$2,000,000 for all contracts issued pursuant to RFP #10093 for a revised total aggregate amount not to exceed \$13,786,309 and approved Amendment No. 2 which extended the term through June 30, 2014; and

**WHEREAS**, on July 1, 2014 the Board of Supervisors approved an increase to the total aggregate amount of \$4,000,000 for all contracts issued pursuant to RFP #10093 for a revised total aggregate amount not to exceed \$16,786,309 and approved Amendment No. 3 which extended the term through June 30, 2015; and

**WHEREAS**, NMC and CONTRACTOR wish to increase the total aggregate amount for all contracts issued pursuant to RFP #10093 by an additional \$7,000,000 for a revised total aggregate amount not to exceed \$23,789,309 and to amend the Agreement to extend the term of the Agreement for one additional year period to allow the NMC adequate time to issue a Request for Proposals (RFP) for a vendor management solution for Nurse Registry services.

## 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 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 two (2) additional one (1) year periods. The parties agree to exercise the option to extend this AGREEMENT for the second additional one (1) year period, and the AGREEMENT is hereby extended through June 30, 2016.”*
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 \$7,000,000 for the term July 1, 2015 through June 30, 2016, 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. 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.
5. A copy of this Amendment No. 4 shall be attached to the original Agreement.
6. The effective date of this Amendment No. 4 is July 1, 2015.

*This space intentionally left blank.*

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 No. 4 on the day and year set forth herein.

**Natividad Medical Center**

By: \_\_\_\_\_  
Gary Grey, DO, Interim CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By: APB  
Monterey County Deputy County Counsel

Date: June 9, 2015

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature]  
Monterey County Deputy Auditor/Controller

Date: 6-9-15

**CONTRACTOR**

TEMPUS LLC DBA EMERALD HEALTH SERVICES  
**CONTRACTOR's Business Name\*\*\*** (see instructions)

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

MARK SIEGEL  
PRESIDENT & COO  
Name and Title

Date: 05/07/2015

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

DEAN CASCARANO  
VICE PRESIDENT OF FINANCE AND CORPORATE AFFAIRS  
Name and Title

Date: 05/07/2015

**\*\*\*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)