

**AMENDMENT NO. 1
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN GSN Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Registry Nursing Services**

The Parties to Master Agreement, No. A-11276 (“Agreement”), dated October 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and GSN Inc. (“Contractor”), hereby agree to amend their Agreement on the following terms and conditions:

WHEREAS, the Parties entered into an Agreement for a three-year term ending June 30, 2011, containing 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 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;

WHEREAS, on April 6, 2010, the Board of Supervisors (“Board”) approved an increase in the total aggregate amount for all contracts issued pursuant to RFP #10093 for Fiscal Year 2009-2010 from \$1,265,030 to \$1,615,030, an increase of \$350,000 for the period March 1, 2010 through June 30, 2010;

WHEREAS, on December 14, 2010, the Board approved an increase in the total aggregate amount for all contracts issued pursuant to RFP #10093 for Fiscal Year 2010-2011 from \$1,265,030 to \$1,515,030, an increase of \$250,000 for the period December 1, 2010 to June 30, 2011;

WHEREAS, on February 15, 2011, the Board approved an increase in the total aggregate amount for all contracts issued pursuant to RFP #10093 from \$1,515,030 to \$3,015,030, an increase of \$1,500,000 for the period December 1, 2010 to June 30, 2011;

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 and encumbered a total aggregate amount of \$2,000,000 for all contracts issued pursuant to RFP #10093 for the period July 1, 2011 to June 30, 2012; and

WHEREAS, NMC wishes to exercise the option to extend the Parties’ Agreement for an additional one-year period to June 30, 2013.

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 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, 2013.”*
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 \$2,000,000 for the term July 1, 2012 through June 30, 2013, 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 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment shall be attached to the original Agreement.
6. The effective date of this Amendment is July 1, 2012.

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.

CONTRACTOR

Signature 1 _____
 (Signature of Chair, President, or Vice-President)***

Dated _____

Printed Name _____

Title _____

Signature 2 _____
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) ***

Dated _____

Printed Name _____

Title _____

****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. 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. 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.*

NATIVIDAD MEDICAL CENTER

Signature _____
 Purchasing Manager

Dated _____

Signature _____
 NMC – CEO

Dated _____

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By _____
 Stacy Saetta, Deputy
 Attorneys for County and NMC

Dated: _____, 2012