

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIM MANAGEMENT-LEVEL SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on June 26, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), B.E. Smith, Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for interim management-level services with a term of July 1, 2018 through June 30, 2021 and a total Agreement amount not to exceed \$300,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 30, 2020 to extend it for an additional two (2) year period (July 1, 2021 through June 30, 2023) for a revised full agreement term of July 1, 2018 through June 30, 2023 with an \$300,000 increase to allow for services to continue for a total Agreement amount of \$600,000 with changes to the scope of work attached hereto as “Exhibit A-1 per Amendment No. 1”; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement with a \$450,000 increase to allow for services to continue for a total Agreement amount of \$1,050,000 with no change to the scope or Agreement term.

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 the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,050,000.”

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 2 shall be attached to the Agreement.
4. This Amendment No. 2 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Saults*
Monterey County Deputy County Counsel

Date: 3/25/2021

APPROVED AS TO FISCAL PROVISIONS

By: *Gary Giboney*
Monterey County Deputy Auditor/Controller

Date: 3-25-2021

CONTRACTOR

B.E. Smith, Inc.
CONTRACTOR's Business Name
See instructions below

By: *Amanda Leatherman*
(Signature of: Chair, President, or Vice-President)

Amanda Leatherman Division Director, West
Name and Title

Date: 2/26/2021

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

Name and Title

Date: _____

*****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).