

**AMENDMENT NO. 4
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOLIANT HEALTH INC.,
AND
NATIVIDAD MEDICAL CENTER
FOR
TEMPORARY STAFFING SERVICES**

This Amendment No. 4 effective May 9, 2016, to the Professional Services Agreement A-12367 ("Agreement"), dated April 15, 2012, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Soliant Health Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for temporary staffing services provided by Soliant Health Inc., for the term of April 15, 2012 through April 14, 2013, in an amount not to exceed the sum of \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on November 6, 2012 via Amendment No. 1 to extend the term of the Agreement for an additional two and a half (2 ½) months for a revised full term of April 15, 2012 through June 30, 2013, and increase funding in the amount of \$100,000 for a revised total amount not to exceed \$200,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Amendment No. 2 to extend the term of the Agreement for two (2) additional years for a revised full term of April 15, 2012 through June 30, 2015, and increase funding in the amount of \$400,000 for a revised total amount not to exceed \$600,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2015 via Amendment No. 3 to extend the term for one additional year for a revised full term of April 15, 2012 through June 30, 2016; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via this Amendment No. 4 to extend the term for one additional year for a revised full term of April 15, 2012 through June 30, 2017, and to add terms and conditions to the Agreement pertaining to "Contractor Reporting Requirements for Public Employee Retirement System (PERS)."

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, Amendment Nos. 1, 2 and 3 and in this Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph 2 titled "TERM OF AGREEMENT", first sentence shall be amended to the following: "The term of this Agreement is from April 15, 2012 through June 30, 2017 unless sooner terminated pursuant to this Agreement."
2. A new paragraph 15 shall be added to the Agreement and titled: "**Contractor Reporting Requirement for Public Employee Retirement System (PERS)**" and shall read as follows:

15. Contractor Reporting Requirement for Public Employee Retirement System (PERS).
- 15.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the Agreement, at least two days prior to the individual being assigned by CONTRACTOR for service to County.
- 15.2 CONTRACTOR shall identify in writing to County a PERS annuitant who is sent to report for County service under the Agreement, at least two days prior to the individual being assigned by CONTRACTOR for service to County.
- 15.3 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
- 15.4 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
- 15.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- 15.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
- 15.7 TEMPORARY EMPLOYMENT ASSIGNMENT. CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County when an individual employee's hours working for the County is approaching six-hundred and fifty (650) hours in a fiscal year. **A fiscal year is defined as July 1st-June 30th.**
- 15.8 An employee of the CONTRACTOR shall not be assigned to work at the County for more than seven-hundred and twenty (720) hours in a fiscal year.
- 15.9 County shall not pay CONTRACTOR for services rendered beyond seven-hundred and twenty (720) hours per fiscal year.
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 original Agreement and Amendment Nos. 1, 2 and 3.
4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.

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. 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: [Signature]
Gary R. Gray, DO, CEO

Date: 4/28/16

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 4/27/2016

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 4-28-16

CONTRACTOR

Soliant Health Inc.
CONTRACTOR's Business Name*** (see instructions)

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

Ron Washburn SVP
Name and Title

Date: 4/11/16

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

Tom Kloiber CFO
Name and Title

Date: 4/11/16

*****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)