

**AMENDMENT NO. 8
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH INTERIM SERVICES, INC AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIM EMPLOYMENT SERVICES**

This Amendment No. 8 to the Services Agreement ("Agreement") which was effective on January 1, 2013 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and **B.E. Smith Interim Services, Inc.** (hereinafter "CONTRACTOR"). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the "Parties", with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and B.E. Smith Interim Services, Inc. entered into an Agreement to provide interim employment services with a term January 1, 2013 through June 30, 2013 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, the Parties amended the Agreement on February 12, 2013 via Amendment No. 1 to extend the term for an additional six month period through December 31, 2013 and to add an additional \$576,200, thereby increasing the total agreement amount to \$676,200; and

WHEREAS, the Parties amended the Agreement on November 18, 2013 via Renewal and Amendment No. 2 to extend the term for an additional six month period through June 30, 2014 and adding an additional \$183,000, thereby increasing the total agreement amount to \$859,200; and

WHEREAS, the Parties amended the Agreement March 2, 2014 via Amendment No. 3 to extend the term for an additional six month period through December 31, 2014 with additional services to the scope of services (Amendment 3 to Exhibit A) attached to Amendment 3, and to add an additional \$639,300, thereby increasing the total agreement amount to \$1,498,500; and

WHEREAS, the Parties amended the Agreement on October 2, 2014 via Amendment No. 4 to extend the term for an additional six month period through June 30, 2015 and adding an additional \$633,000, thereby increasing the total agreement amount to \$2,131,500; and

WHEREAS, the Parties amended the Agreement on June 22, 2015 via Amendment No. 5 to extend the term for an additional one year period through June 30, 2016 with additional services to the scope of services (Amendment 5 to Exhibit A) attached to Amendment 5, and adding an additional \$887,648, thereby increasing the total agreement amount to \$3,019,148; and

WHEREAS, the Parties amended the Agreement on June 7, 2016 via Amendment No. 6 to extend the term for an additional six month period through December 31, 2016 with additional services to the scope of services (Amendment 6 to Exhibit A) attached to Amendment 6, and adding an additional \$132,000, thereby increasing the total agreement amount to \$3,151,148; and

WHEREAS, the Parties amended the Agreement on October 25, 2016 via Amendment No. 7 to extend the term for an additional six month period through June 30, 2017 with additional services to the scope of services (Amendment 7 to Exhibit A) attached to Amendment 7, and adding an additional \$268,800, thereby increasing the total agreement amount to \$3,419,948; and

WHEREAS, the Parties currently wish to amend the Agreement to extend it for an additional one (1) year period for a revised term of January 1, 2013 through June 30, 2018 to allow for services to continue with additions to the original scope of services attached hereto as "Amendment 8 to Exhibit A", and with an increase of \$62,800 for a revised total Agreement amount not to exceed \$3,482,748.

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 and in Amendment No 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7 incorporated herein by this reference, except as specifically set forth below.

1. **Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended by removing:**

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A of the original Agreement, Amendment 3 to Exhibit A, Amendment 5 to Exhibit A, Amendment 6 to Exhibit A, plus Amendment 7 to Exhibit A attached hereto. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$3,419,948."

and replacing it with:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A and Exhibit B of the original Agreement plus Amendment 3 to Exhibit A, Amendment 5 to Exhibit A, Amendment 6 to Exhibit A, Amendment 7 to Exhibit A, and as per Amendment 8 to Exhibit A attached hereto this Amendment No. 8, 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 \$3,482,748."

2. **The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended by removing:**

"The term of this Agreement is from January 1, 2013 through June 30, 2017 unless sooner terminated pursuant to this Agreement."

and replacing it with:

"The term of this Agreement is from January 1, 2013 through June 30, 2018 unless sooner terminated pursuant to the terms of this Agreement."

3. **Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:**

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions
Amendment 3 to Exhibit A
Amendment 5 to Exhibit A
Amendment 6 to Exhibit A
Amendment 7 to Exhibit A"

and replacing it with:

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Amendment 8 to Exhibit A"

Amendment No 8 to Services Agreement
With B.E. Smith Interim Services, Inc.
Term: January 1, 2013 through June 30, 2018
Not to Exceed \$3,482,748

4. Except as provided herein, all remaining terms, conditions, and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 8 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7.
5. A copy of this Amendment No. 8 shall be attached to the original Agreement.
6. This Amendment No. 8 shall be effective on July 1, 2017.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 8 on the basis set forth in this document and have executed this Amendment No. 8 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel
AB Brereton
ame

Date: May 31, 2017

APPROVED AS TO FISCAL PROVISIONS

By: Michael J. Miller
Monterey County Deputy Auditor-Controller
Michael J. Miller
Name

Date: 6/21/17

CONTRACTOR

B.E. Smith Interim Services, Inc.

CONTRACTOR's Business Name

**Signature instructions below*

By: Cody Burrell
(Signature of: Chair, President, or Vice-President)
Executive Vice President
Name and Title

Date: 5-24-2017

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

Assistant Vice President
Name and Title

Date: 5-24-2017

***Signature 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 (2 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 (2 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 (1 signature required).

Amendment No.8 to Services Agreement
With B E Smith Interim Services, Inc.
Term: January 1, 2013 through June 30, 2018
Not to Exceed: \$3,482,748



AMENDMENT 8 TO EXHIBIT A

INTERIM SERVICES AGREEMENT

1. B.E. Smith Interim Services, Inc. ("Smith") Smith agrees to provide Natividad Medical Center, a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California ("Client") an interim leadership professional for the following position: **Interim Infection Control Nurse (Position) between July 1, 2017 through June 30, 2018 as needed (720 hours per person max).**

- (a) Smith will interview Client to determine Client's requirements for Professional's leadership, managerial, operational, and/or clinical background.
- (b) Smith will present to Client a Professional Smith believes meets Client's requirements for Position.
- (c) Upon acceptance of Professional by Client, Professional will be paid by Smith as an employee of Smith, and Smith assumes responsibility for such payment.
- (d) Professional will not be considered an employee of Client. Client will direct Professional only as to the ultimate outcome of the work to be performed.
- (e) If Professional does not meet the Client's requirements for the position once the Professional is working for Client, Smith will replace the Professional with a different candidate at no additional expense to the Client.

2. Smith. Smith agrees to pay for lodging, airfare, and rental car for Professional during the entire term of this agreement.

3. Smith. Smith agrees to provide a Project Leader who will visit the job site two (2) times during the engagement. Any additional visits shall be negotiated between the Client and Smith, and must be agreed upon in advance in a writing signed by the parties to this contract if they result in any additional cost to Client, including but not limited to expense reimbursement.

4. Client. Client agrees to pay to Smith three thousand dollars (\$3,000) after the Professional completes a trial of ten (10) days working for the Client.

Client also agrees, upon acceptance of Professional:

- (a) To allow Professional to travel home twice per month. When Professional travels home twice per month, they will leave the hospital no earlier than 1700 on Thursday returning to work on the following Tuesday no later than 0800.
- (b) To pay to Smith seven thousand three hundred dollars (\$7,300) for each week or any part thereof after the first week for services rendered by Smith. Payment will be in accordance with section 6.01 of Natividad Medical Center/County of Monterey agreement for Professional Services.
 - (i) The first week's fee will be prorated based on the number of weekdays worked or traveled by the Professional during the first week.

- (ii) If Client delays Professional's start date by five (5) calendar days or more from date of acceptance, Client's first week prorated fee will begin with the sixth day following the day of the presentation call.
- (c) To reimburse Smith for all of Smith's Project Leader travel expenses for two (2) site visits, including air travel, lodging, meals and car rental, in accordance with the County of Monterey Travel Policy.
- (e) In the event Professional or any candidate presented by Smith is subsequently hired, retained, contracted or otherwise engaged by Client within twenty four (24) months after the later of (i) the presentation by Smith or (ii) the termination of this Agreement, Client will pay to Smith a placement fee of one hundred and fifty thousand dollars (\$150,000). This placement fee is due in full to Smith when the Professional or candidate is hired, retained, or contracted by Client other than under the auspices of Smith.