

** Natividad MEDICAL CENTER**
COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(NOT TO EXCEED \$100,000)

This Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), 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 and **B.E. Smith Inc.** hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED:** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A and Exhibit B** in conformity with the terms of the Agreement. The services are generally described as follows: **Interim Employee Services.**
2. **PAYMENTS BY NMC:** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 **\$100,000.**
3. **TERM OF AGREEMENT:** The term of this Agreement is from **January 1, 2013 to June 30, 2013** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3.1. NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4. **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS:** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions: Interim Patient Care-Medical/Surgical Leader

Exhibit B: Scope of Services/Payment Provisions: Interim Patient Care-Senior Leader

5. **PERFORMANCE STANDARDS**

- 5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS**

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 6.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION

- 7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION

- 8.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

9. INSURANCE

9.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

9.2. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval).

9.3. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval).

9.4. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval).

9.5. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval).

10. Other Insurance Requirements:

- 10.1.** All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 10.2.** Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 10.3.** **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance** to any insurance or self-insurance maintained by the County **and that the insurance of the Additional Insureds shall not be called upon to contribute** to a loss covered by the Contractor's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.
- 10.4.** Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 10.5.** CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

11. RECORDS AND CONFIDENTIALITY.

11.1. Confidentiality:

CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other

information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

11.2. NMC Records:

When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

11.3. Maintenance of Records:

CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

11.4. Access to and Audit of Records:

NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

11.5 Royalties and Inventions:

NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

12. NON-DISCRIMINATION.

12.1. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.

13.1. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as

though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

14. INDEPENDENT CONTRACTOR.

14.1. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

15. NOTICES.

15.1. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Sid Cato
Management Analyst, Contracts
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
Phone: 831.783-2620
FAX:
catosl@natividad.com

CONTRACTOR:

Name: RICK MCGLOCKLIN
Title: CHIEF FINANCIAL OFFICER
Address: 8801 LENNER BOULEVARD
LENEXA, KS 66219
Phone: 913-752-4500
Email: rmcgllockin@besmith.com

16. MISCELLANEOUS PROVISIONS.

- 16.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 16.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 16.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

- 16.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 16.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 16.16. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Sid Cato NMC Contracts

Date: 12-21-12

By: [Signature]
Harry Weis, NMC CEO

Date: 12/19/12

APPROVED AS TO LEGAL PROVISIONS

By: Kay Reiman
~~Anne Brauer, Kay Reiman~~
Monterey County, Deputy County Counsel

Date: 1/3/13

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney,
Monterey County Auditor/Controller's Office

Date: 1-9-13

CONTRACTOR

B. E. Smith, Inc.
Contractor's Business Name* (see instructions)

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

Bayard J. Christensen, Vice President
Name and Title

Date: 12/12/12

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

Rick McGlocklin, CFO
Name and Title

Date: 12/12/12

*****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)**.



B . E . S M I T H

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 Patient Care – Medical/Surgical Leader (Position)**.

- (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 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 by not limited to expense reimbursement.

4. Client. Client agrees to pay to Smith five thousand dollars after the Professional completes a trial of ten 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. All Travel will be paid in accordance with the County of Monterey Travel Policy.
- (b) To pay to Smith seven thousand eight hundred dollars 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 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 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 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. 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.



B. E. Smith, Inc., by
Bryan J. Christianson
Vice President

Date: 12/12/12



Natividad Medical Center, by
Name: Harry Weiss
Title: CEO

Date: 12/19/12



B . E . S M I T H

EXHIBIT B

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 Patient Care - Senior Leader (Position)**.

- (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 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 by not limited to expense reimbursement.

4. Client. Client agrees to pay to Smith five thousand dollars after the Professional completes a trial of ten days working for the Client.

Client also agrees, upon acceptance of Professional:

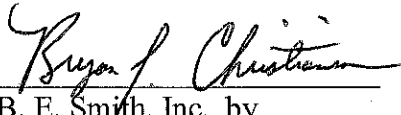
- (a) To allow Professional to travel home twice per month. When Professional travels home twice per month, they will leave the hospital no earlier than 1700 on Thursday returning to work on the following Tuesday no later than 0800. All Travel will be paid in accordance with the County of Monterey Travel Policy.
- (b) To pay to Smith eight thousand four hundred dollars 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 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 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 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. 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.



B. E. Smith, Inc., by
Bryan J. Christianson
Vice President

Date: 12/12/12

Natividad Medical Center, by
Name:
Title:

Date: _____



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12438

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA 723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to December 31, 2013 and adding \$576,200 for a revised total Agreement amount not to exceed \$676,200 in the aggregate.

PASSED AND ADOPTED on this 16th day of April 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on April 16, 2013.

Dated: April 22, 2013
File Number: A 13-035

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN B.E SMITH INC. AND
THE NATIVIDAD MEDICAL CENTER
FOR
INTERIM EMPLOYEE SERVICES**

This Amendment No. 1 to Professional Services Agreement ("Agreement"), dated January 1, 2013, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and **B.E Smith Inc.** (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on **January 1, 2013** via the Agreement.

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$576,200 because of and to continue to provide services associated with Interim Employee Services within the County of Monterey.

AGREEMENT

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 (No. MYA723).
2. Section 2. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA723) shall not exceed the total sum of \$676,200 for the full term of the Agreement.*"
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1, 2013 to June 30, 2013 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from January 1, 2013 to December 31, 2013 unless sooner terminated pursuant to this Agreement.*"
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 (No. MYA723).
6. The effective date of this Amendment is March 12, 2013.

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 2/6/2013

Printed Name Bryan Christman

Title Vice President

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

Dated _____

Printed Name _____

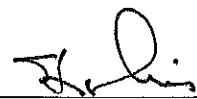
Title _____

***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 an 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 2/12/13

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By 
Anne Brauer
Deputy Attorney for County and NMC

Dated: Feb 21, 2013

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey 2-25-13



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12438

Upon motion of Supervisor Armenta, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 2 to the Agreement (A-12438/MYA723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to June 30, 2014 and adding \$183,000 for a revised total Agreement amount not to exceed \$859,200 in the aggregate.

PASSED AND ADOPTED on this 11th day of February 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

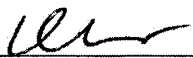
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on February 11, 2014.

Dated: February 12, 2014
File Number: A 13-307

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**RENEWAL AND AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN B.E. Smith Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Interim Employee Services**

This Renewal and Amendment No. 2 to Professional Services Agreement ("Agreement"), dated January 1, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and B.E. Smith Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on March 12, 2013 via Amendment No. 1; and

WHEREAS, the County and Contractor wish to renew and amend the Agreement to extend the term end date to allow for existing services to continue; and

WHEREAS, the County and Contractor wish to renew and amend the Agreement to increase the amount of the Agreement by \$183,000 because of the term extension and the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to renew and amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA723).
2. Section 2. "PAYMENTS BY NMC" shall be amended by removing, *"The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000."* and replacing it with *"The total amount payable by County to CONTRACTOR under Agreement No. (MYA723) shall not exceed the total sum of \$859,200 for the full term of the Agreement"*.
3. Section 3, "TERM OF AGREEMENT" shall be amended by removing, *"The term of this Agreement is from January 1, 2013 to June 30, 2013 unless sooner terminated pursuant to this Agreement"* and replacing it with *"The term of this Agreement is January 1, 2013 to June 30, 2014 unless sooner terminated pursuant to this Agreement"*.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No.1 are unchanged and unaffected by this Renewal and Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No. 2 and all previous amendments shall be attached to the original Agreement (No. MYA723).
6. The effective date of this Renewal and Amendment No. 2 is January 1, 2014.

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.

Natividad Medical Center

By: [Signature]
Sid Cato, NMC Contracts Manager

Date: 7-24-10

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 11-1-13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brereton, Deputy County Counsel

Date: Dec. 3, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 12-3-13

Contractor

B. E. Smith, Inc.
Contractor's Business Name*** (see instructions)

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

Bryan Christensen, Vice President
Name and Title

Date: 10-25-13

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

AVP, Finance
Name and Title

Date: 10/25/13

***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)



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12438

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12438/MYA723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to December 31, 2014 and adding \$639,300 for a revised total Agreement amount not to exceed \$1,498,500 in the aggregate.

PASSED AND ADOPTED on this 1ST day of July 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on July 1, 2014.

Dated: July 10, 2014
File Number: A 14-036

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN B.E. Smith Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Interim Employee Services**

This Amendment No. 3 to Professional Services Agreement ("Agreement"), dated January 1, 2013, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and B.E. Smith, Inc (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on March 12, 2013 via Amendment No. 1; and on January 1, 2014 via Amendment No. 2; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue and to add additional services requested by County; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$639,300 because of the term extension and the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

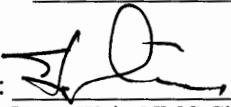
1. Amendment-No.3 to Exhibit A, attached to this Amendment, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-3 to Exhibit A.
2. Section 1, "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-12438/MYA723) shall not exceed the total sum of \$1,498,500 for the full term of the Agreement*".
3. Section 2, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1 2013 to June 30, 2013 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from January 1, 2013 to December 31, 2014 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No.1 and 2 are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 3 and all previous amendments shall be attached to the original Agreement (No. A-12438/MYA723).
6. The effective date of this Amendment No. 3 is April 15, 2014.

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.

Natividad Medical Center

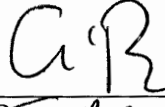
By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

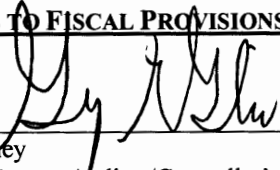
Date: 3/2/14

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: March 17, 2014

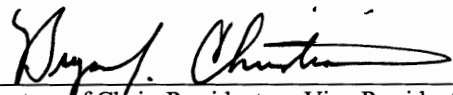
APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 3-17-14

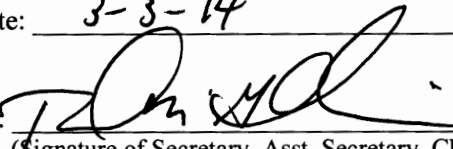
Contractor

B. E. Smith, Inc.
Contractor's Business Name*** (see instructions)

 _____
Signature of Chair, President, or Vice-President

Bryan Christman, Vice President
Name and Title

Date: 3-5-14

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

RICK M. GLOCKNER, CFO
Name and Title

Date: 3-5-14

*****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)



B . E . S M I T H

AMENDMENT-3 TO EXHIBIT A

INTERIM SERVICES SCOPE OF WORK

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") interim leadership professionals for the following positions (**Positions**):

- **Interim Patient Care Senior Leader**
- **Interim Director – Perioperative Services**
- **Interim Director - Engineering**

If not previously completed for Positions, Smith agrees to:

- (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 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 five thousand dollars after the Professional completes a trial of ten days working for the Client.

Client also agrees, upon acceptance of Professional:

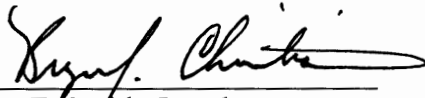
- (a) To allow Professional to travel home twice per month. When Professional travels home twice per month, they will leave the hospital no earlier than 1700 on Thursday returning to work on the following Tuesday no later than 0800.
- (b) To pay to Smith for each week or any part thereof after the first week for services rendered by Smith. Weekly fees for the Positions consist of:
- **Interim Patient Care Senior Leader:** \$8,400
 - **Interim Director – Perioperative Services:** \$8,000
 - **Interim Director – Engineering:** \$7,700

Total amount payable by Client to Smith not to exceed \$1,498,500 for the full term of Agreement. 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 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 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 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. 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.



B. E. Smith, Inc., by
Bryan Christianson
Vice President

Date: 3-5-14



Natividad Medical Center, by
Name: Henry Weiss
Title: CE

Date: 3/5/14



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12438

Upon motion of Supervisor Salinas, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-12438/MYA723) with B.E. Smith Inc. for Interim Employee Services at NMC, extending the Agreement to June 30, 2015 and adding \$633,000 for a revised total Agreement amount not to exceed \$2,131,500.

PASSED AND ADOPTED on this 30th day of September 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on September 30, 2014.

Dated: October 1, 2014
File Number: A 14-222

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN B.E. SMITH AND
THE NATIVIDAD MEDICAL CENTER
FOR
INTERIM EMPLOYEE SERVICES**

This Amendment No. 4 to Professional Services Agreement ("Agreement"), dated January 1, 2013, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and B.E. Smith, Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the original Agreement scope of services had a 6 month term and included one interim Medical-Surgical Leader/Nursing Services Division Director and one interim Senior Leader/Chief Nursing Officer; and

WHEREAS, the County and Contractor amended the Agreement previously on March 12, 2013 via Amendment No. 1 to extend the term of the Agreement for an additional 6 months as both interim positions were still needed and to increase the total Agreement amount by \$576,200 so as to pay for the continued services as needed; and

WHEREAS, the County and Contractor amended the Agreement previously on January 1, 2014 via Renewal & Amendment No. 2 to extend the term of the Agreement for an additional 6 months and to increase the total Agreement amount by \$283,000 so as to pay for the continued services as needed; and

WHEREAS, the County and Contractor amended the Agreement previously on April 15, 2014 via Amendment No. 3 to extend the term of the Agreement for an additional 6 months and to increase the total Agreement amount by \$639,300 so as to pay for the continued services as needed; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term for an additional 9 months and to increase the total Agreement amount by \$633,000 so as to pay for continued services as needed.

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 and attached to the Agreement and as amended per Amendment No. 3 to Agreement.
2. Section 2. "PAYMENTS BY NMC" shall be amended to the following: *"NMC shall pay the Contractor in accordance with the payment provisions set forth in Exhibit A, 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 \$2,131,500."*
3. Section 3. "TERM OF AGREEMENT" shall be amended to the following: *"The term of this Agreement is from January 1, 2013 to June 30, 2015 unless sooner terminated pursuant to this*

Amendment No. 4 to Agreement between
B.E. Smith, Inc. and NMC
for Interim Employee Services
Term: 1/1/13 thru 6/30/15
Not to Exceed: \$ 2,131,500

Agreement. This Amendment to the Agreement is of no force or effect until signed by both Contractor and NMC and with NMC signing last".

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1, 2, and 3, 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 and all previous amendments shall be attached to the original Agreement.
6. The effective date of this Amendment is September 1, 2014.

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.

Natividad Medical Center

By: Kelly O'Keefe
NMC Deputy Purchasing Agent
KELLY O'KEEFE, MD, PhD, FCAP, INT. CED
Date: 10/2/14

By: _____

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: IB
Deputy County Counsel

Date: Aug 21, 2014

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Deputy Auditor/Controller

Date: 8-21-14

Contractor

B.E. Smith
Contractor's Business Name*** (see instructions)

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

MICHAEL J. SUPPLE

Name and Title

Date: 8/20/14

By: Cody Burch
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer

Cody Burch, CFO
Name and Title

Date: 8/20/14

*****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).

Amendment No. 4 to Agreement between
B.E. Smith, Inc. and NMC
for Interim Employee Services
Term: 1/1/13 thru 6/30/15
Not to Exceed: \$ 2,131,500



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12438

Upon motion of Supervisor Potter, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (A-12438) with B.E. Smith, Inc. for Interim Employee Services at NMC, extending the Agreement to June 30, 2016 and adding \$887,648 for a revised total Agreement amount not to exceed \$3,019,148; and
- b. Authorized the Deputy Purchasing Agent for NMC to execute up to three (3) future Amendments to the Agreement which do not significantly alter the scope of work and do not cause an increase to the total Agreement amount.

PASSED AND ADOPTED on this 16th day of June 2015, by the following vote, to wit:

AYES: Supervisors Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: Supervisor Armenta

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on June 16, 2015.

Dated: June 23, 2015
File ID: A 15-170

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIM EMPLOYEE SERVICES AT NMC**

This Amendment No. 5 to the Services Agreement ("Agreement"), dated January 1, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and B.E. Smith, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the original Agreement scope of services for Interim Employees had a 6 month term and included one interim Medical-Surgical Leader/Nursing Services Division Director and one interim Senior Leader/Chief Nursing Officer; and

WHEREAS, NMC and CONTRACTOR amended the Agreement previously via Amendment No. 1 to extend the term of the Agreement for an additional 6 months as both interim positions were still needed and to increase the total Agreement amount by \$576,200 so as to pay for the continued services as needed; and

WHEREAS, NMC and CONTRACTOR amended the Agreement previously via Renewal & Amendment No. 2 to extend the term of the Agreement for an additional 6 months and to increase the total Agreement amount by \$283,000 so as to pay for the continued services as needed; and

WHEREAS, NMC and CONTRACTOR amended the Agreement previously via Amendment No. 3 to extend the term of the Agreement for an additional 6 months, to add to the scope of services an Engineering Director position, and to increase the total Agreement amount by \$639,300 so as to pay for the continued services as needed; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 4 to extend the term for an additional 6 months and to increase the total Agreement amount by \$633,000 so as to pay for continued services as needed.

WHEREAS, NMC and CONTRACTOR wish to amend the Agreement to extend the term for one additional 12 month period, to add a Director of Perioperative Services position, and to add an additional \$887,648 for a revised total Agreement amount not to exceed \$3,019,148.

AGREEMENT

NOW, THEREFORE, the NMC and CONTRACTOR agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in Original Agreement, Amendment No 1, Renewal & Amendment No. 2, Amendment No. 3, and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

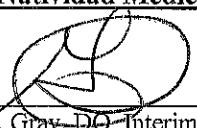
1. Section 2, "PAYMENTS BY NMC" shall be amended to the following; *"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A of the original Agreement, Amendment 3 to Exhibit A, plus Amendment 5 to Exhibit A attached hereto. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$3,019,148"*.

2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is January 1, 2013 to June 30, 2016 unless sooner terminated pursuant to this Agreement"*.
3. Section 4, "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 attached per Agreement
Amendment 3 to Exhibit A: Revised Scope of Services/Payment Provisions per Amendment No. 3
Amendment 5 to Exhibit A: Revised Scope of Services/Payment provisions per Amendment No. 5".
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, Amendment No. 1, Renewal & Amendment No. 2, Amendment No. 3 and in Amendment No. 4.
5. A copy of this Amendment No. 5 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

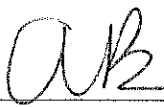
Signature page to follow

Natividad Medical Center

By: 
Gary R. Gray, DO, Interim CEO

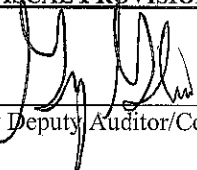
Date: 6/22/15

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: May 20, 2015

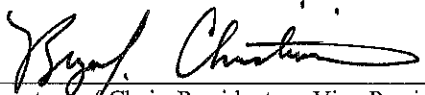
APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 5/22/15

CONTRACTOR

B.E. Smith, Inc.
CONTRACTOR's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President

Bryan J. Christensen, Vice President
Name and Title

Date: 5/8/15

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

Cody Burch, CFO
Name and Title

Date: 5/11/15

***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)



B . E . S M I T H

AMENDMENT-5 TO EXHIBIT A

INTERIM SERVICES SCOPE OF WORK

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") interim leadership professionals for the following positions (**Positions**):

- **Interim Patient Care Senior Leader**
- **Interim Director – Perioperative Services**

If not previously completed for Positions, Smith agrees to:

- (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 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 by not limited to expense reimbursement.

4. Client. Client agrees to pay to Smith five thousand dollars after the Professional completes a trial of ten 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 for each week or any part thereof after the first week for services rendered by Smith. Weekly fees for the Positions consist of:

- **Interim Patient Care Senior Leader: \$8,694**
- **Interim Director – Perioperative Services: \$8,280**

Total amount payable by Client to Smith not to exceed \$882,648 for the full term of Agreement. 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 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 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 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. 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.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12438

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 6 to the Agreement (A-12438) with B.E. Smith, Inc. for Interim Employee Services, extending the Agreement an additional six (6) month period for a revised full term of January 1, 2013 through December 31, 2016 and adding \$132,000 for a revised total Agreement amount not to exceed \$3,151,148.

PASSED AND ADOPTED on this 7th day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on June 7, 2016.

Dated: June 7, 2016
File ID: A 16-122

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 6
TO SERVICES AGREEMENT
BETWEEN B.E.SMITH, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIM EMPLOYEE SERVICES**

This Amendment No. 6 to the Services Agreement ("Agreement") which was effective on January 1, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and B.E. Smith, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Information and telecommunication Technology Consulting and Support Services with a term January 1, 2013 through June 30, 2013 and a total Agreement amount not to exceed \$100,0000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 16, 2013 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, NMC and CONTRACTOR amended the Agreement on February 11, 2014 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, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Amendment No. 3 to extend the term for an additional six month period through December 31, 2014 and to add an additional \$639,300 thereby increasing the total agreement amount to \$1,498,500; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 30, 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, NMC and CONTRACTOR amended the Agreement on June 16, 2015 via Amendment No. 5 to extend the term for an additional one year period through June 30, 2016 and adding an additional \$887,648, thereby increasing the total agreement amount to \$3,019,148; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional six month period for a revised term of January 1, 2013 through December 31, 2016 to allow for services to continue with additions to the original scope of work attached hereto as "Amendment 6 to Exhibit A" with a \$132,000 increase for the added services for a total Agreement amount of \$3,151,148.

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

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following: ***"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, plus Amendment 6 to Exhibit A attached hereto. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$3,151,148. "***

2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following;
"The term of this Agreement is January 1, 2013 to December 31, 2016 unless sooner terminated pursuant to this Agreement"
3. Section 4, "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
4. A new paragraph 17 shall be added to the Agreement and titled "CONTRACTOR REPORTING REQUIREMENT FOR PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS):
17.1 "CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the Agreement, at least two days prior to the individual being assigned by CONTRACTOR."

17.2 "CONTRACTOR shall identify in writing to NMC a PERS annuitant who is sent to report for NMC service under the Agreement, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC."

17.3 "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."

17.4 "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."

17.5 "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 NMC of such individual."

17.6 "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."

17.7 "TEMPORARY EMPLOYMENT ASSIGNMENT. CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with NMC. CONTRACTOR shall notify NMC when an individual employee's hours working for NMC is approaching six-hundred and fifty (650) hours in a fiscal year. A fiscal year is defined as July 1st through June 30th."

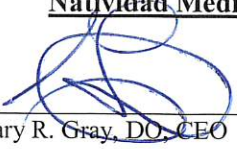
17.8 "An employee of the CONTRACTOR shall not be assigned to work at NMC for more than seven-hundred and twenty (720) hours in a fiscal year."

17.9 "NMC shall not pay CONTRACTOR for services rendered beyond seven-hundred and twenty (720) hours per fiscal year."
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 6 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5.
6. A copy of this Amendment No. 6 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 6 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Signature page to follow

Natividad Medical Center

By: 
Gary R. Gray, DO, CEO

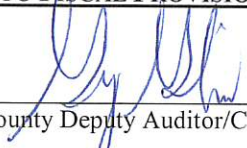
Date: 6/7/16

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: May 6, 2016

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 5-9-16

CONTRACTOR

B.E. Smith, Inc.

CONTRACTOR's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President

Patricia Cochrell, Vice President/Leadership Advisor

Name and Title

04/29/2016

Date: _____

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

Cody Burch, Executive Vice President/CFO

Name and Title

04/29/2016

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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)



B . E . S M I T H

AMENDMENT 6 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)**.

- (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 Leadership Advisor who will visit the job site two 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 by not limited to expense reimbursement.

4. Client. Client agrees to pay to Smith **Three thousand dollars** after the Professional completes a trial of ten 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 for each week or any part thereof after the first week for services rendered by Smith. Payment will be in accordance with section 6 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 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 Leadership Advisor travel expenses for two 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 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 forty percent (40%) of the agreed upon annual salary of the candidate.** 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.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12438

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 7 to the Agreement (A-12438) with B.E. Smith, Inc. for Interim Employee Services, extending the Agreement an additional six (6) month period January 1, 2017 through June 30, 2017 for a revised full term of January 1, 2013 through June 30, 2017, and adding \$268,800 for a revised total Agreement amount not to exceed \$3,419,948.

PASSED AND ADOPTED on this 18th day of October 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on October 18, 2016.

Dated: October 18, 2016
File ID: A 16-304

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

**AMENDMENT No. 7
TO SERVICES AGREEMENT
BETWEEN B.E.SMITH, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIM EMPLOYEE SERVICES**

This Amendment No. 7 to the Services Agreement ("Agreement") which was effective on January 1, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and B.E. Smith, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Information and telecommunication Technology Consulting and Support Services with a term January 1, 2013 through June 30, 2013 and a total Agreement amount not to exceed \$100,0000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 16, 2013 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, NMC and CONTRACTOR amended the Agreement on February 11, 2014 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, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Amendment No. 3 to extend the term for an additional six month period through December 31, 2014 and to add an additional \$639,300 thereby increasing the total agreement amount to \$1,498,500; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 30, 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, NMC and CONTRACTOR amended the Agreement on June 16, 2015 via Amendment No. 5 to extend the term for an additional one year period through June 30, 2016 and adding an additional \$887,648, thereby increasing the total agreement amount to \$3,019,148; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 7, 2016 via Amendment No. 6 to extend the term for an additional six(6) additional month period through June 30, 2016 and adding an additional \$132,000, thereby increasing the total agreement amount to \$3,151,148; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional six month period for a revised term of January 1, 2013 through June 30, 2017 to allow for services to continue with additions to the original scope of work attached hereto as "Amendment 7 to Exhibit A" with a \$268,800 increase for the added services for a total Agreement amount of \$3,419,948.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

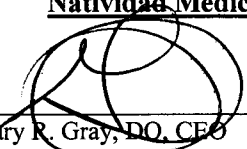
The Agreement is hereby renewed on the terms and conditions as set forth in Original Agreement and in Amendment No 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and Amendment No. 7 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following; ***"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. "***
2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following; ***"The term of this Agreement is January 1, 2013 to June 30, 2017 unless sooner terminated pursuant to this Agreement"***
3. Section 4, "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
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6.
5. A copy of this Amendment No. 7 shall be attached to the Original Agreement.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 7 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: 
Gary R. Gray, DO, CEO

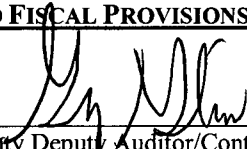
Date: 10/25/16

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 9/20/2016

APPROVED AS TO FISCAL PROVISIONS

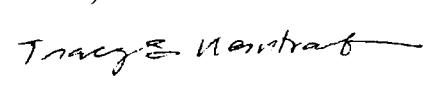
By: 
Monterey County Deputy Auditor/Controller

Date: 9-20-16

CONTRACTOR

B.E. Smith Interim Services Inc

CONTRACTOR's Business Name*** (see instructions)



Signature of Chair, President, or Vice-President

Tracy Weintraub, Vice President Leadership Advisor

Name and Title

Date: 8/29/16

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

Cody Burch, Executive Vice President

Name and Title

Date: 8/29/16

***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)



AMENDMENT 7 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 Case Management Director (Position)**.

- (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 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 by not limited to expense reimbursement.

4. Client. Client agrees to pay to Smith three thousand dollars after the Professional completes a trial of ten 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 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 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 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 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. 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.