

Natividad MEDICAL CENTER

NMC ROUTING FORM	Date: 4/9/24
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AGREEMENT
 AMENDMENT
 BOARD REPORT FOR PRE-APPROVAL

Vendor Name: Gallagher Benefit Services Inc

Title/Brief Description of Document: Class Comp

Return to: NMC (CONTRACTS DIVISION) **Name/Ph:** Jason Garcia/783-2375

This Agreement or Amendment requires Board Approval: **Yes** **No**

NMC INTERNAL CHECKLIST AND ADDITIONAL INFO	
<input checked="" type="checkbox"/> VDR & Non-Resident State Forms Verified	Name of person requesting the NMC Contracts Division process this document: Charles Harris -Natividad CEO
<input checked="" type="checkbox"/> Insurance & Endorsement Current	
<input type="checkbox"/> BAA Required	
<input type="checkbox"/>	




Approval Guidelines for All Agreements:

When using County boilerplate Agreement and PSA:

Route to vendor first for signature unless there have been line-outs made to the boilerplate wording. Line outs should be approved by County Counsel first.

When using non-standard Agreement:

Departments are required to obtain County Counsel's signature prior to obtaining the vendor's signature for any agreement that does **not** utilize a pre-approved boilerplate document.

ROUTING AND APPROVALS*			
<i>Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.</i>			
	Approving Authority:	Approval Initials	Comments:
1st	NMC Administration (required)		4/9/2024 7:13 AM PDT
2nd	County Counsel (required)		4/9/2024 7:14 AM PDT
3rd	Auditor-Controller (required)		4/9/2024 9:45 AM PDT
	Return to NMC		

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #:

MONTEREY COUNTY BOARD OF SUPERVISORS **BOARD REPORT**

Gallagher Benefit Services Inc

Legistar Number: _____

..Title

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Gallagher Benefit Services Inc for Classification and Base Compensation Study services at NMC for an amount not to exceed \$50,000 with an agreement term April 1, 2024 through March 31, 2025.
- b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, other insurance requirements, County records and limitations on damages provisions within the agreement.
- c. Authorize the Chief Executive Officer for Natividad Medical Center or his designee 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 of more than 10% (\$5,000) of the original cost of the agreement per each amendment, for total contract liability of (\$65,000).

..Report

RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Gallagher Benefit Services Inc for Classification and Base Compensation Study services at NMC for an amount not to exceed \$50,000 with an agreement term April 1, 2024 through March 31, 2025.
- b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, other insurance requirements, County records and limitations on damages provisions within the agreement.
- c. Authorize the Chief Executive Officer for Natividad Medical Center or his designee 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 of more than 10% (\$5,000) of the original cost of the agreement per each amendment, for total contract liability of (\$65,000).

SUMMARY/DISCUSSION:

Natividad is recommending approval of an agreement with Gallagher & Associates for services to include but not be limited to conducting base wage studies, reclassification studies, developing new classifications, and conducting Fair Labor Standards Act (FLSA) audits for employees and classifications within the hospital. Gallagher & Associates has a proven track record with the County of Monterey and other California public agencies for various types of human resource and classification work.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this Agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The Agreement has also

been reviewed and approved by NMC's Finance Committee and Board of Trustees on April 12, 2024.

FINANCING:

The cost for this Agreement is \$65,000 of which \$50,000 which is included in the FY 23-24 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Charles R. Harris, Chief Executive Office, 783-2553
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Gallagher Benefit Services Inc. Agreement

Attachments on file with the Clerk of the Board

 **Natividad** MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$200,000)

This Agreement (hereinafter “Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital (“COUNTY”), and Gallagher Benefit Services, Inc. hereinafter “CONTRACTOR (collectively, COUNTY and CONTRACTOR are referred to as the “Parties.”).

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

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in conformity with the terms of the Agreement. The services are generally described as follows:
Classification Study and Base Compensation Services

PAYMENTS BY COUNTY; COUNTY 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 COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$50,000.

TERM OF AGREEMENT; the term of this Agreement is from April 1, 2024 through March 31, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.

COUNTY 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.

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

Exhibit B: Non-Solicitation Clause

Exhibit C: ADDENDUM NO.1

1. PERFORMANCE STANDARDS:

- 1.1. 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 COUNTY, or immediate family of an employee of COUNTY.
- 1.2. 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.
- 1.3. 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 COUNTY premises, property (including equipment, instruments, or

supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. COUNTY (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. 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 (COUNTY) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. 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 COUNTY 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.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. During the term of this Agreement, COUNTY 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.
- 3.2. COUNTY 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 COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

- 4.1. ~~CONTRACTOR shall indemnify, defend, and hold harmless COUNTY (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.~~

ALPK
Gallagher Inc

NMC

5. INSURANCE:

- 5.1. 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.~~


Gallagher Inc

NMC

This verification of coverage shall be sent to Natividad's Contracts 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 COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.


5.2. ~~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 Natividad's Contracts Department Manager.~~


Gallagher Inc

NMC

5.3. 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:

~~5.4. 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.~~


Gallagher Inc

NMC

(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)

5.5. 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)

5.6. 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)

~~5.7. 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.~~


Gallagher Inc

NMC

6. Other Insurance Requirements:

6.1. All insurance required by this Agreement shall be with a company acceptable to COUNTY 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.

~~6.2. Each liability policy shall provide that COUNTY 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.~~

~~6.3. 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 COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance.~~


Gallagher Inc

NMC

6.4. Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that CONTRACTOR has in effect the insurance required by this Agreement. 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.

6.5. 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 COUNTY, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, COUNTY 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 COUNTY, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

7.1. 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 COUNTY or prepared in connection with the performance of this Agreement, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY 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.

~~7.2. COUNTY Records. When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.~~

Gallagher Inc

7.3. 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.

NMC

7.4. Access to and Audit of Records: COUNTY 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 or \$10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, 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.

8. Royalties and Inventions: COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, 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 COUNTY.

9. Non-Discrimination: 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.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY 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, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

11. Independent Contractor: 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 COUNTY. No offer or obligation of permanent employment with COUNTY 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 COUNTY 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 COUNTY and the County of

Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

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

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: Gallagher Benefit Services, Inc.

Attn: Georg S. Krammer

Address: 2835 Seventh Street

City, State, Zip: Berkeley, CA
94710

FAX: _____

Email: georg_krammer@ajg.com

MISCELLANEOUS PROVISIONS:

- 13.1 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.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY 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.
- 13.4 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.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 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 COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of COUNTY 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.

- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. COUNTY 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.
- 13.14 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.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between COUNTY 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 COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.
- 13.16 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.

Signature Page to follow

**COUNTY OF MONTEREY, FOR THE
PROVISION OF SERVICES FOR
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0EFC1B99F444A9
Monterey County Deputy County Counsel

Date: 4/9/2024 | 7:14 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE
Monterey County Deputy Auditor/Controller

Date: 4/9/2024 | 9:45 AM PDT

CONTRACTOR

Gallagher Benefit Services, Inc.
Contractor's Business Name*** (see instructions)

Joseph S. Vecum
Signature of Chair, President, or Vice-President

George S. Kramer, Managing Director
Name and Title

Date: 3-21-24

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

Catherine Kaneko, Managing Director
Name and Title

Date: March 21, 2024

*****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).

EXHIBIT A: Scope of Services/ Payment Provisions

This Scope of Services is entered into by and between the County of Monterey, a political subdivision of the State of California, on behalf of **Natividad Medical Center**, an acute care hospital (hereinafter, "NMC"), and **Gallagher Benefit Services, Inc.** hereinafter referred to as ("CONTRACTOR") pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date commencing upon the execution of this Agreement (the "Agreement") and is subject to the terms and conditions of the Agreement.

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall conduct two (2) requests from Natividad Medical Center: **1) Classification Study 2) Base Compensation Study** with a comprehensive assessments of classification systems at NMC, including review/analyzing class descriptions, updating class descriptions as needed, ensuring Fair Labor Standards Act ("FLSA"), American Disabilities Act ("ADA"), Equal Employment Opportunity ("EEO") compliance.

II. CONTRACTOR Obligations:

CONTRACTOR shall provide the following deliverables:

1) Classification Study:

Milestone A: Project Kickoff Meeting, Orientations, and Initial Documentation Review

1. Identify client project team, contract administrator, and reporting relationships.
2. Orientation and briefing sessions with the study project team and staff to explain methodology.
3. Gather all pertinent documentation, including class descriptions for the classifications to be studied, organizational charts, personnel policies, memoranda of understanding, previous classification studies, salary schedules, etc.
4. Review and agree to the position description questionnaire ("PDQ") and a class description format

Milestone B: Collection and Review of PDQs and Employee/Supervisors/manager Interviews

1. Design and discuss PDQ with the project team in order to customize it to meet study objectives.
2. Facilitate orientation meetings for all study participants and managers, and distribute the PDQ, begin the educational process that continues throughout the study, discuss the importance of employees' involvement; elements that are not a part of the study shall also be covered.

3. At least a representative sample of employees in each of the classifications to be studied shall complete a PDQ; for multi - incumbent classifications we shall accept group PDQs as well as individual PDQs, if employees so choose.
4. Employees complete PDQs and their supervisor/manager shall review, comment, and sign off on it. For any vacant positions, we ask that a supervisor complete a PDQ, assuming that NMC shall continue utilizing the classification.
5. CONTRACTOR shall review and analyze PDQs in detail along with other documentation.
6. Interviews shall be scheduled with at least a representative sample of employees per classification, either individually if in a single - incumbent class, as a group if a multi - incumbent class, or individually if requested by the employee.
7. Interviews shall then be held with supervisory and management staff who shall clarify their own responsibilities and/or confirm the information we have received in the interviews with their staff and/or provide additional clarifying information.
8. The purpose of the interviews is to clarify and supplement the PDQ data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities.

Deliverable C: Classification Concept, Preliminary Allocation, and Draft Class Description Development

1. CONTRACTOR's job evaluation shall result in classification allocation recommendations that shall be submitted to project team for review and approval.
2. Utilize the "whole position" classification methodology, including education, experience, problem solving/ingenuity, attention/stress, independence of action/responsibility, contacts with others, supervision exercised, consequence of action/decisions.
3. A document shall be submitted that shall highlight where changes may be recommended, such as expanding or collapsing class series number of classifications and classification levels, and career ladders; and updating established titles for the studied classifications for appropriateness and consistency.
4. Incumbent - specific allocation recommendation for each studied position shall be prepared, specifying current and proposed classification title and impact of our recommendations (reclassification, title change, or no change).
5. Meet with the project team, HR, and management staff to review the proposed recommendations to the classifications being studied based on industry best practices and roles and responsibilities; provide the recommendation to employee representation for review.
6. New and/or updated class descriptions shall be developed for each proposed classification, updating duties, responsibilities, and minimum qualifications of each class specification, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly.

7. Review, analyze, and update knowledge, skills, abilities, education and experience, relevance and hierarchical consistency, position definitions, purpose, distinguishing characteristics, supervision received/exercised, position functions and special requirements, including licensing and certifications.
8. Determine exempt vs. non - exempt status in accordance with “white collar” exemptions under the Fair Labor Standards Act (“FLSA”) and ensure compliance with the Americans with Disabilities Act (“ADA”).
9. CONTRACTOR shall submit new/updated classification descriptions to Project Team for review and discussion to ensure that no factual information is overlooked and that the recommendations are fair and consistent.
10. Next, CONTRACTOR shall submit draft copies of the classification allocation recommendation and new/updated class descriptions (if applicable) to each manager, supervisor, and employee, as well as employee representation, to provide comments and concerns regarding the recommendation and any modifications to the proposed class description (if applicable).
11. Each employee receives a memorandum outlining what has been accomplished, a report regarding our analysis and classification recommendation, how to best review the draft classification specification, and how to provide feedback to us; supervisors and employee representatives receive a copy of their employees’/constituents’ classification report and class descriptions to review and provide additional information, as appropriate.
12. Significant employee comments shall be reviewed with management prior to making any significant changes to the proposed class recommendation.
13. Allocation and/or class description changes shall be made as required and the class specifications shall be finalized and submitted for approval.

Deliverable D: Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report

1. CONTRACTOR shall develop Final Report of the Classification Study for final review and comment.
2. The Report shall contain documentation regarding study goals and objectives, classification methodology, approach, and process; all findings, analysis, and resulting recommendations; recommended allocation list, classification title changes, and other factors.
3. A Final Classification Report shall be developed by CONTRACTOR once the CONTRACTOR have received NMC’s comments regarding the Final Report and have made any necessary changes.
4. CONTRACTOR shall include one initial overview, one interim study session, and one final presentation to the Governing body, as needed.

- CONTRACTOR's President shall coordinate all classification study efforts, attend all meetings with NMC and shall be responsible for all work products and deliverables.
- CONTRACTOR's Project Manager's shall provide managerial project support & consultant support throughout the classification study, including classification analysis, interviews with NMC employees and management, internal job analysis, development of recommendations, and implementation strategies.
- CONTRACTOR's Senior Project Manager shall service as the Co-Project Director and shall help coordinate all classification study efforts, attend all meetings with NMC, shall be responsible for work products and deliverables, and provide Senior Project Management support through the effort, including classification analysis, interviews with NMC employees and management, internal job analysis, development of recommendations, and implementation strategies.
- CONTRACTOR's Senior H.R. Associate shall provide support for this classification study, including classification analysis, interviews with NMC employees and management, internal job analysis, development of recommendations, and implementation strategies.

Timeline: Classification Study

CONTRACTOR shall take approximately 13-14 weeks to complete classification study, allowing for adequate PDQ completion, interview time, classification description review and/or development, compensation data collection and analysis, review steps by NMC, the development of final reports, any appeals, meetings, and presentations.

MILESTONES	CLASSIFICATION STUDY	COMPLETION BY
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	Weeks 1-2
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	Weeks 5-8
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	Weeks 9-12
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	Weeks 13-14

III. NMC Obligations: Classification Study

- a. NMC shall coordinate with CONTRACTOR on scheduling a classification study start date.
- b. NMC shall provide the appropriate staff to participate in the CONTRACTOR's position description questionnaire ("PDQ").

IV. Pricing/Fees:

- a. **Classification Study (5) positions (1) Supervising Personnel Analyst, (3) Senior Personnel Analysts, and (1) Management Analyst III) Cost Breakdown:**

Cost Proposal

MILESTONES	CLASSIFICATION STUDY 5 positions	AMOUNT	BILLING STRUCTURE
Ongoing Project Status Meetings throughout the Study		\$740	Invoice #1: 50% of Project Fee upon Contract Execution - \$4,995
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	\$740	
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	\$2,775	
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	\$2,775	
D.	Market Salary Survey (in case any new classifications are recommended)	\$1,480	
E.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	\$1,480	Invoice #2: Final 50% of Project Fee - \$4,995
Total Fee for Classification Study		\$9,990	\$9,990
Expenses are included in the project fee		N/A	N/A
<i>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage</i>			
TOTAL PROJECT COST		\$9,990	\$9,990

V. CONTRACTOR Obligations:

CONTRACTOR shall provide the following deliverables:

2) Base Compensation Study:

Milestone A: Project Kickoff Meeting, Initial Documentation Review and Determination of Survey Elements

Milestone B: Markey Survey Delivery- Including Surveying 6 executive positions, as follows:

- Custom survey of 6 Hospitals
- Data from 3-4 published survey sources

Milestone C: Draft Compensation, Findings/Stakeholder Review and Feedback

Milestone D: Development of Recommendations, Final Reports, and Presentations

1. CONTRACTOR shall develop Final Report of the Classification Study for final review and comment.
2. The Report shall contain documentation regarding study goals and objectives, classification methodology, approach, and process; all findings, analysis, and resulting recommendations; recommended allocation list, classification title changes, and other factors.
3. A Final Classification Report shall be developed by CONTRACTOR once the CONTRACTOR have received NMC's comments regarding the Final Report and have made any necessary changes.
4. CONTRACTOR shall include one initial overview, one interim study session, and one final presentation to the Governing body, as needed

Timeline: Base Compensation Study

CONTRACTOR shall take approximately 9-11 weeks to complete classification study, allowing for adequate PDQ completion, interview time, classification description review and/or development, compensation data collection and analysis,

review steps by NMC, the development of final reports, any appeals, meetings, and presentations.

MILESTONES	COMPENSATION STUDY	COMPLETION BY
A.	Project Kickoff Meetings, Initial Documentation Review, and Determination of Survey Elements	Weeks 1-2
B.	Market Survey Delivery	Week 3-6
C.	Draft Compensation Findings/Stakeholder Review and Feedback	Week 7-8
D.	Development of Recommendations, Final Reports, and Presentations	Week 9-11

VI. NMC Obligations: Base Compensation Study

- a. NMC shall coordinate with CONTRACTOR on scheduling a classification study start date.
- b. NMC shall provide the appropriate staff to participate in the CONTRACTOR's position description questionnaire ("PDQ

VII. Pricing/Fees:

- a. **Base Compensation Study on Six (6) Positions (Hospital Chief Financial Officer, Hospital Chief Medical Officer, Hospital Chief Information Officer, Hospital Chief Nursing Officer, Hospital Chief Medical Information Officer and Hospital Assistant Administrator.**

MILESTONES	BASE COMPENSATION STUDY	AMOUNT	BILLING STRUCTURE
	Ongoing Project Status Meetings throughout the Study	\$740	Invoice #1: 1/3 of Project Fee upon Contract Execution - \$9,406.67
A.	Project Kickoff Meetings, Orientations, and Determination of Survey Elements	\$1,110	Invoice #2 - \$9,406.67
B.	Market Survey Delivery – including: Surveying 6 executive positions, as follows: <ul style="list-style-type: none"> • Custom survey of 6 hospitals • Data from 3-4 published survey sources 	\$20,260	
C.	Draft Compensation Findings/Stakeholder Review and Feedback	\$1,110	N/A
D.	Development of Recommendations, Final Reports, and Presentations	\$5,000	Remaining Project Fee: Invoice #3 - \$9,406.66
Total Fee for Compensation Study		\$28,220	\$28,220
Expenses are included in the project fee		N/A	N/A
<i>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, etc.</i>			
TOTAL PROJECT COST		\$28,220	\$28,220

Our cost proposal does not include time to support Natividad during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.

VIII. Miscellaneous:

- CONTRACTOR shall only bill NMC for actual hours worked.
- Additional Consulting shall be honored at the Composite Rate of \$185.00 per hour upon request by NMC.
- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

- d. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- e. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- f. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EXHIBIT B: Non-Solicitation Clause

I. NON-SOLICITATION CLAUSE:

Except with the written consent of Gallagher Benefit Services, Inc., CEO and President respectively of Gallagher Benefit Services, Inc., which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the “Time Period”) Client will not solicit services from or hire any Gallagher employee or contractor (each, a “Team Member”) with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that Gallagher recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member’s first year’s total compensation which accurately reflects a reasonable estimate of Gallagher’s time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

EXHIBIT C

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN Gallagher Benefit Services, Inc., AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR Classification and Base Compensation Study SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Gallagher Benefit Services, Inc., (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum No. 1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I Section 4. "INDEMNIFICATION", Paragraph 4.1: shall be amended to:

4.1 Contractor's liability to the County and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Delegated Authority Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Contractor from County for the particular Scope of Work giving rise to the claim. Notwithstanding anything to the contrary in this delegated authority agreement, contractor shall not be liable for any special, indirect, consequential, lost profits, or punitive damages sustained or incurred in connection with this delegated authority agreement, whether or not such damages are foreseeable. Indemnification is limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.

II. Section 5. "INSURANCE", Paragraph 5.1 "Evidence of Coverage": shall be amended to:

Evidence of Coverage:

5.1 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.

EXHIBIT C

III. Section 5. “INSURANCE”, Paragraph 5.2 “Qualifying Insurers” shall be amended to:

5.2 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-VI, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Natividad’s Contracts Department Manager.

IV Section 5. “INSURANCE”, Paragraph 5.4 “Commercial General Liability Insurance” shall be amended to:

5.4 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, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

V Section 5. “INSURANCE”, Paragraph 5.7 “Professional Liability Insurance” shall be amended to:

5.7 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 two years following the expiration or earlier termination of this Agreement.

VI Section 6. “Other Insurance Requirements”, Paragraph 6.2 shall be amended to:

6.2 Each liability policy shall provide that COUNTY 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. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the County. 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

EXHIBIT C

showing each subcontractor has identical insurance coverage to the above requirements.

VII Section 6 “Other Insurance Requirements”, Paragraph 6.3 shall be amended to:

6.3 Commercial general 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 COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR’s insurance.

VIII Section 7 “RECORDS AND CONFIDENTIALITY”, Paragraph 7.2 “COUNTY Records” shall be amended to:

7.2 COUNTY Records. When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.
CONTRACTOR may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), provided that the information will remain Confidential as long as it is retained.

Signature page to follow.

EXHIBIT C

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<p><u>Natividad Medical Center</u></p>	<p><u>Gallagher Benefit Services, Inc.</u></p>
<p>Charles R. Harris, Interim CEO</p>	<p><i>Georg S. Krammer</i> Signature</p>
<p>Date</p>	<p>Georg S. Krammer, Managing Director</p>
<p><u>Approved as to Legal Provisions:</u></p> <p>DocuSigned by: <i>Stacy Saetta</i> C0ECE1B99F444A8...</p>	<p>Date <i>3-21-24</i></p> <p><i>Catherine Kaneko</i></p>
<p>Monterey County Deputy County Counsel</p> <p>4/9/2024 7:14 AM PDT</p>	<p>Signature</p>
<p>Date</p>	<p>Catherine B. Kaneko, Managing Director</p> <p>March 21, 2024</p>
<p><u>Approved as to Fiscal provisions:</u></p> <p>DocuSigned by: <i>Jennifer Forsyth</i> 4E7E657875454AE</p>	<p>Date</p> <p><u>Signature Instructions</u></p>
<p>Monterey County Chief-Deputy Auditor-Controller</p> <p>4/9/2024 9:45 AM PDT</p>	<p>For 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).</p>
<p>Date</p>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquiries to Email PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Chi_Certificates@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Arch Insurance Company	NAIC # 11150
INSURER B : Arch Indemnity Insurance Company	30830
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1918597838** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y		41GPP4938416	10/1/2023	10/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			41CAB4938316 41CAB4939016	10/1/2023 10/1/2023	10/1/2024 10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	41WCI4938116 44WCI0501916	10/1/2023 10/1/2023	10/1/2024 10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability:
 General Aggregate Per Location Subject to \$10 Mil Policy aggregate.
 County of Monterey, its officers, agents, and employees are included as Additional Insureds solely with respect to General Liability on primary and non-contributory basis as required by written contract.

CERTIFICATE HOLDER Natividad Medical Center Attn: Contracts Division 1441 Constitution Blvd. Salinas CA 93906	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41GPP4938416

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

