

 **Natividad** MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made 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 Medical Education Speakers Network hereinafter "CONTRACTOR (collectively, the 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; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows:
Professional and medical speakers and course development services

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.

TERM OF AGREEMENT; the term of this Agreement is from April 1, 2020 through March 31, 2022 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.

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.

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: Exemption of Auto and Workers Compensation Insurance

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 NMC, or immediate family of an employee of NMC.
- 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.

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.

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.

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 NMC's Contracts/Purchasing Director.

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.

(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)

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 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.

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 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.
- 7.2. 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.
- 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.
- 7.4. 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 or \$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.
8. 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.
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

NATIVIDAD MEDICAL CENTER

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

Date: 11/22/2020

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: Jan 15, 2020

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 1/17/2020

CONTRACTOR

Medical Education Speakers Network

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

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

Maria Anderson, President

Name and Title

Date: 12/4/19

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

Elizabeth Sharif, Secretary

Name and Title

Date: 12/4/19

*****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

To Agreement by and between
Natividad Medical Center, hereinafter referred to as "NMC"
AND

Medical Education Speakers Network hereinafter referred to as "CONTRACTOR"
Scope of Services / Payment Provisions

- I. Description of All Services to be rendered by CONTRACTOR: CONTRACTOR shall provide NMC with a variety of professional speakers and information to assist in coordinating a successful program that meets educational requirements while complying with education and accreditation guidelines.
- II. CONTRACTOR Obligations:
 - a. CONTRACTOR shall provide NMC with a list of qualified experts in the medical field who are willing to act as faculty in courses designed by NMC,
 - b. CONTRACTOR shall use NMC criteria to identify qualified speakers,
 - c. CONTRACTOR shall ensure the appropriate disclosure forms are completed as required by the Institute for Medical Quality (IMQ) and the Accreditation Council for Continuing Medical Education (ACCME) and will provide copies of disclosures to NMC,
 - d. CONTRACTOR shall ensure the Content Validation, Cultural & Linguistic Competency form and Faculty Stipulation forms are completed as required for NMC's continued accreditation and will provide copies of the completed forms to NMC,
 - e. CONTRACTOR shall act as liaison between speaker and NMC in providing copies of the presentations and handouts,
 - f. CONTRACTOR shall complete the necessary Continuing Medical Education (CME) required paperwork on behalf of NMC and submit copies to NMC,
 - g. CONTRACTOR shall not confirm a speaker until NMC has provided written acceptance of the speaker's qualifications and fees,
 - h. CONTRACTOR shall pay speaker fees and complete any necessary payment related paperwork associated with the speaker.
- III. NMC Obligations:

NMC shall provide CONTRACTOR with specific criteria for the NMC designed program and the desired speaker.

EXHIBIT B: Exemption of Auto and Workers Compensation Insurance

Justification for Exemption to Auto Insurance Requirements

Both NMC and CONTRACTOR agree that because there is no driving associated with providing the services as per this Agreement and its Scope of Services, CONTRACTOR is not required to comply with the auto insurance requirements as stated herein.

Should the scope of services change at any time during the term of this Agreement, this exemption may be revoked.

Automobile Insurance; Instructor Personal Automobile Liability Insurance.
Instructors who drive to/from a County of Monterey worksite, including Natividad Medical Center, must provide proof of a valid State Driver's License and proof of auto insurance upon arrival at worksite. The auto policy shall have a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Justification for Exemption to Workers' Compensation Insurance Requirements

CONTRACTOR had no employees at the time it entered into this Agreement and, therefore, is not obligated by law to possess workers compensation insurance. If during the term of the agreement CONTRACTOR hires employees, CONTRACTOR shall promptly notify NMC and fully comply with the workers compensation insurance requirements as set forth in the Agreement and as per California Labor Code section 3700.

Automobile Insurance; Instructor Personal Automobile Liability Insurance.
Instructors who drive to/from a County of Monterey worksite, including Natividad Medical Center, must provide proof of a valid State Driver's License and proof of auto insurance upon arrival at worksite. The auto policy shall have a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.