

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Soliant Health Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Temporary Staffing Services**

This Amendment No. 2 to Professional Services Agreement ("Agreement"), dated April 15, 2012, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Soliant Health Inc. (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on November 6, 2012 via Amendment No. 1; 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

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement 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. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA427).
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. (MYA427) shall not exceed the total sum of \$600,000 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 April 15, 2012 to April 14, 2013 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from April 15, 2012 to June 30, 2015 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 Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 2 and all previous amendments shall be attached to the original Agreement (No. MYA427).
6. The effective date of this Amendment is July 1, 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.

Natividad Medical Center

By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

Date: \_\_\_\_\_

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

Date: 4/23/13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]  
Anne Brauer  
Monterey County, Deputy County Counsel

Date: May 2, 2013

APPROVED AS TO FISCAL PROVISIONS

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

Date: 5-2-13

Contractor

Soliant Health, Inc.  
Contractor's Business Name\*\*\* (see instructions)

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

Kimberly Anders, Regional Manager  
Name and Title

Date: 4/8/2013

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

ANDRE WOJCIK; ACCT. EXECUTIVE  
Name and Title

Date: 4/8/13

\*\*\*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)



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Details      Reports

File #:	A 12-213	Name:	Soliant Health Amendment #1
Type:	BoS Agreement	Status:	Consent Agenda
File created:	11/13/2012	In control:	Board of Supervisors
On agenda:	12/11/2012	Final action:	
Title:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA 427) with Soliant Health Inc. for Temporary Staffing Services at NMC, extending the Agreement to June 30, 2013 and adding \$100,000 for a revised total Agreement amount not to exceed \$200,000 in the aggregate.		
Sponsors:	Sid Cato		
Attachments:	<a href="#">Soliant Health Inc, Completed Board Order</a>		

History (0)      Text

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA 427) with Soliant Health Inc. for Temporary Staffing Services at NMC, extending the Agreement to June 30, 2013 and adding \$100,000 for a revised total Agreement amount not to exceed \$200,000 in the aggregate.

**Report**

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA 427) with Soliant Health Inc. for Temporary Staffing Services at NMC, extending the Agreement to June 30, 2013 and adding \$100,000 for a revised total Agreement amount not to exceed \$200,000 in the aggregate.

**SUMMARY/DISCUSSION:**

NMC pharmacy moved to 24/7 round the clock coverage in October 2011. This required the hire of two pharmacists to staff a newly created night shift. For the year October 2011 to October 2012 the employee turnover rate has been 150% for this position. It takes 2 months to find and hire a night shift pharmacist and 2.5 months to train them. The night shift pharmacist runs the pharmacy and must be able to handle any situation alone. To cover the night shift on an interim basis it is necessary to move experienced day shift employees to night shift. The day shifts must then be covered to ensure continuity of pharmacy services. Temporary Pharmacists from Soliant Health need to be brought in when there is a need for emergency staffing.

NMC has experienced two periods with short night shift coverage. The first period required the coverage of one night pharmacist in May 2012. A Soliant Health pharmacist was used May 21 to July 14. The second period eventually required the coverage of two night pharmacists beginning August of 2012 and will end the middle of December 2012 when the newly hired pharmacist starts on the night shift. This required Soliant Health coverage from August 28 to the present. Soliant Health pharmacists have been used for five months this year.

Pharmacy was without a contract like Soliant Health, for the first part of the first coverage period. In addition to the vacated night shift position one pharmacist was on maternity leave. Pharmacy does not have the excess capacity to cover more than a 1 FTE absence. This required pharmacy to severely curtail services and almost resulted in the end of 24/7 coverage. Without a staffing services company pharmacy would be unable to continue service levels and endanger

patient safety.

With a 150% night shift employee turnover rate it is reasonable to conclude that there will be additional short staffing periods in the NMC pharmacy. In addition, other likely scenarios such as a maternity leave, family leave, or approved vacation could impact pharmacy staffing in the future. With this Amendment pharmacy maintains a valid contract with Soliant Health and will be able to meet any temporary staffing needs that might arise in the future.

**Business Automobile Insurance and Endorsement Exemption**

Business Automobile Liability Insurance requirements are waived for this vendor. There is no risk or exposure regarding vehicles.

- Contractors do not have vendor-owned fleet of vehicles.
- Contractors do not travel onto County property.
- Temporary Employees provided by the Contractor classify as Independent Contractors and are responsible for personal private Auto Insurance.
- Contractors do not transport County employees or patients

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

**FINANCING:**

The cost for this Amendment No. 1 is \$100,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: Jason Warren, Pharmacy Director, 772-7720  
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Amendment #1, Agreement  
Attachments on File with the Clerk of the Board



## Monterey County

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5068

#### Agreement No.: A-12367

Upon motion of Supervisor Calcagno, seconded by Supervisor Salinas, 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 427) with Soliant Health Inc. for Temporary Staffing Services at NMC, extending the Agreement to June 30, 2013 and adding \$100,000 for a revised total Agreement amount not to exceed \$200,000 in the aggregate.

PASSED AND ADOPTED on this 11th day of December 2012, by the following vote, to wit:

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

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 December 11, 2012

Dated: January 2, 2013  
File Number: A 12-213

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

By *Darise Hancock*  
Deputy

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Soliant Health Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Temporary Staffing Services**

This Amendment No. 1 to Professional Services Agreement ("Agreement"), dated April 15, 2012, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Soliant Health Inc. (Contractor), with respect to the following:

**RECITALS**

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

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

**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. MYA 427).
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. (MYA 427) shall not exceed the total sum of \$200,000 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 April 15, 2012 to April 14, 2013 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from April 15 2012 to June 30, 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. MYA 427).
6. The effective date of this Amendment is November 6, 2012.

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 Kimberly Anders  
(Signature of Chair, President, or Vice-President)\*\*\*

Dated Aug. 20, 2012

Printed Name Kimberly Anders

Title Regional Manager Pharmacy

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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

**NATIVIDAD MEDICAL CENTER**

Signature Jim L. Case  
Purchasing Manager

Dated 1-7-13

Signature R. Ellis  
NMC - CEO

Dated 8/4/12

**Approved as to Legality and Legal Form:**

Charles J. McKee, County Counsel

By C. B.  
Deputy Attorney for County and NMC

**Reviewed as to fiscal provisions**

[Signature]  
Auditor-Controller  
County of Monterey 10-9-12

Dated: Oct. 2 2012



**Natividad** MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

(NOT TO EXCEED \$100,000)

This Professional Services 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 Soliant Health

hereinafter "CONTRACTOR").

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

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: Temporary Staffing Services

1. 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

2. TERM OF AGREEMENT. The term of this Agreement is from Apr 15, 2012 to Apr 14, 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. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A/Schedule A: Scope of Services/Payment Provisions**

4. PERFORMANCE STANDARDS.

4.1. 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.

4.2. 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.



4.3. 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.

## 5. PAYMENT CONDITIONS.

5.1. 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.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

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## 6. TERMINATION.

6.1. 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.

6.2. 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.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by CONTRACTOR and/or its agent, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC 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 NMC and the County under this Agreement.

## 8. INSURANCE.

### 8.1. 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.

- 8.2. 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 that 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.
- 8.3. 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:

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.

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

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.

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

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.

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

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.

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

#### 8.4. Other Insurance Requirements:

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.

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.

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 from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

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.

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.

#### 9. RECORDS AND CONFIDENTIALITY.

9.1. 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.

- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
10. 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.
11. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. 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.
12. 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 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 an 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.

13. NOTICES. 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.

<p><b>FOR NATIVIDAD MEDICAL CENTER:</b> Contracts/Purchasing Manager</p> <hr/> <p>Name</p>	<p><b>FOR CONTRACTOR:</b></p> <p><i>Kimberly Anders, Regional Manager</i></p> <hr/> <p>Name and Title</p>
<p>1441 Constitution Blvd, Salinas, CA. 93906</p> <hr/> <p>Address</p> <p>831.755.4111</p> <hr/> <p>Phone</p>	<p><i>11757 Katy Frwy, Ste 350, Houston, TX</i></p> <hr/> <p>Address <i>77079</i></p> <p><i>877.340.0521</i></p> <hr/> <p>Phone</p>

14. MISCELLANEOUS PROVISIONS.

- 14.1. 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.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. 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.
- 14.4. 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.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. 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.

- 14.7. 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.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. 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.
- 14.13. 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.
- 14.14. 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.
- 14.15. 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.
- 14.16. 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]  
NMC Contracts/Purchasing Agent

Date: 5-15-12

By: [Signature]  
Department Head (if applicable)

Date: 5/9/12

Approved as to Legal Form

By: A.B. [Signature]  
~~Stacy Saetta~~ Anne Brauer  
Deputy County Counsel

Date: May 14, 2012

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 5-14-12

CONTRACTOR

Soliant Health, Inc.  
Contractor's Business Name\*\*\*

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

Kimberly Anders, Regional manager  
Name and Title

Date: 5/2/2012

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

\_\_\_\_\_  
Name and Title

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. 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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

Addendum <sup>A</sup> #1 to Monterey County Agreement for Professional Services

This Addendum to the Monterey County Agreement for Professional Services (the "Addendum"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Natividad Medical Center ("NMC"), County of Monterey and Soliant Health, Inc. ("CONTRACTOR");

HEREAS, on \_\_\_\_\_, 2012, NMC and CONTRACTOR entered into the Agreement for Professional Services (the "Agreement");

WHEREAS, the parties desire to modify the Agreement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NMC and CONTRACTOR agree as follows:

I. Preamble

- 1) In the third line, insert the correct legal entity as follows "...Soliant Health, Inc. hereinafter ("CONTRACTOR")..."

---

II. Section 6 Termination

Subsection 6.2:

- 1) In the third, fourth and fifth lines, delete the following in its entirety "...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."

III. Section 7 Indemnification

- 1) In the second line, after "...from any..." insert the following "...third party..."
- 2) In the third line, after "...loss..." insert the following "...bodily..."
- 3) In the third line, after "...injury or..." insert the following "...tangible property..."
- 4) In the third line, after "...damage..." insert the following "...to the extent..."
- 5) In the third line, after "...with, the..." insert the following "...negligence or willful misconduct in..."
- 6) In the third line, after "...performance of..." insert the following "...Services under..."
- 7) In the fourth line, after "...loss..." insert the following "...bodily..."
- 8) In the fourth line, after "...injury or..." insert the following "...tangible property..."



- 9) In the fifth line, after "...misconduct of..." insert the following "...NMC and the..."
- 10) In the fifth and sixth lines, delete the following in its entirety "...It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC."
- 11) In the seventh line, after "...all costs..." insert the following "...reasonable..."

IV. Section 8 Insurance

Subsection 8.4 Other Insurance Requirements:

- 1) Delete the third paragraph "*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 from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.*" and replace with the following "*Commercial general liability 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.*"

V. Section 13 Notices

- 1) Insert the following addresses for Notices to CONTRACTOR:

"Soliant Health, Inc.  
11757 Katy Freeway  
Houston, TX 77079  
Attn: Kimberly Anders

With a copy to:

Soliant Health, Inc.  
10151 Deerwood Park Boulevard  
Building 200, Suite 400  
Jacksonville, FL 32256  
Attn: General Counsel"

VI. Section 15 Limitation of Liability

Insert a new Section 15 Limitation of Liability:

- 1) "Neither party shall be liable for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data, or lost opportunity. Each party's aggregate liability under this Agreement shall be limited to amounts actually paid to CONTRACTOR for the provision of Services hereunder."

VII. Signature Block

- 1) Insert the correct legal entity as follows "...Soliant Health, Inc...."

All other terms and conditions of the Agreement remain the same and in full force.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

NATIVIDAD MEDICAL CENTER

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SOLIANT HEALTH, INC.

By: Kimberly Anders  
Title: Regional Manager, Pharmacy  
Date: 5/2/2012



## EXHIBIT "A"

### CLIENT SERVICES AGREEMENT

Soliant Health, Inc., a Georgia corporation (hereafter referred to as "Soliant"), and **Natividad Medical Center** ("Client") enter into this non-exclusive Client Services Agreement on 4/16/12 for the purpose of referring and placing Healthcare Professionals ("HCPs") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Addendum A will outline specifics as to bill rates and other assignment specific fees (if applicable).

- 1. Scope of Services.** Soliant will use its commercially reasonable efforts to provide HCPs for assignment with Client. Soliant will be responsible for payment of each HCP's wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the HCPs. If a HCP is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.
- 2. Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each HCP shall be an employee of Soliant and that no qualified HCP shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified HCP placed with Client, to maintain all payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.
- 3. Competency.** Soliant will conduct comprehensive pre-employment screening to provide licensed HCPs who meet applicable professional standards. Soliant will endeavor to present only HCPs who are qualified for Client's open position(s) based on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate HCP records that Soliant may permissibly disclose (e.g., skills checklists, work histories, etc.) and will facilitate an interview between Client and HCP in order to assist Client in making the hiring decision. Soliant shall recruit, interview, screen, credential and ensure compliance with legally required pre-hire obligations for all HCP's to be assigned to Client. This process shall include professional license or certification verification, employment history verification, and drug testing. Soliant shall complete a background check on all HCP's, including criminal, motor vehicle (if applicable), and OIG Medicaid/Medicare sanction checks. Soliant will make their best efforts to comply with any Client-specific pre-assignment requirements, including, but not limited to: TB tests, chest x-rays, physicals, drug screening (in addition to Soliant drug screening), and competency certifications. Client agrees to pay for all costs of any Client required testing or screening, including the HCP's time at the regular hourly bill rate.
- 4. On-Site Responsibility.** Client is responsible for providing all support, facilities, training, direction, and means for the HCP to complete the assignment. Client acknowledges that Soliant is not providing healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the HCP's adherence to the applicable standard of care and acknowledges that Soliant is not responsible for the HCP's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each HCP's compliance with health and safety requirements, including those instituted by Client.
- 5. Employment of HCPs.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, or placement. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to twenty (20) percent of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.



6. **Equal Opportunity.** It is the policy of Soliant to provide equal opportunity to all HCPs for employment. Soliant and Client will screen based on merit only. All HCPs will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.
7. **Professional Fees.** Client will pay Soliant based on the service charges specified in Addendum A to this Agreement.
8. **Payment Terms.** Monterey County PSA Payment Terms. Soliant reserves the right, at its option, to discontinue any extension of credit.
9. **Incident and Error Tracking.** Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes.
10. **Termination with Cause.** If Client requests removal of HCP due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice specifying all reasons and facts is required. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the incident and Error Tracking procedures set forth in paragraph 11 of this agreement. ~~Soliant shall have seventy-two (72) hours to refill the position in the event of termination with cause.~~
11. **Termination without Cause.** Client agrees to provide Soliant with seventy-two (72) hours notice of cancellation of any request for services that was previously scheduled and verbally confirmed. In the event Client does not comply with Soliant's seventy-two (72) -hour cancellation policy, Client agrees to pay Soliant a cancellation fee equal to the dollar amount of the services cancelled or five hundred dollars (\$500), whichever is less.
12. **Holiday Policy.** Client agrees to pay 1.5 times the regular Bill Rate for hours worked on the following observed holidays: New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day
13. **On Call Policy.** Client will be billed an hourly On Call Rate specified in Addendum A for hours in which a HCP is On Call but not working in the Client's facility.
14. **Floating.** Client agrees only to float HCPs into areas which are appropriate based on the HCP's skills, qualifications and experience. In addition, Client agrees to float HCPs in accordance with its own policies and in rotation with its own employees.
15. **Multiple Locations.** If client requires HCP to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable rate. All Travel and Expenses will be paid in accordance with the Monterey County Travel Policy.
16. **Issue Resolution.** In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate issue to the appropriate Soliant manager. The Soliant manager contact is: Kimberly Anders, telephone number 877-340-0521.
17. **Confidentiality.** Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law.



- 18. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 19. **Governing Law.** This Agreement shall be governed by the laws of the state of California.
- 20. **Entire Agreement.** The Monterey County Professional Services Agreement (PSA) and this Agreement represent the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Kimberly Anders  
Soliant Representative

Kimberly Anders  
Print Name

Regional Manager  
Title

5/2/2012  
Date



**Hourly Bill Rates for Temporary Staffing in California, 2012 - 2013**

	All-inclusive Travel Rate	Local Rate*
Staff Pharmacist	\$120.00/hour	\$85.00/hour
Certified technician	\$55.00/hour	\$35.00/hour
Pharmacy Management	Depends on Experience	Depends on Experience

\*Local Rate applies to candidates within 35 miles of hospital

- Services are billed in fifteen (15) minute increments.
- Holiday rates equal to one and one-half times (1.5x) the applicable hourly rate apply to services provided on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- Overtime rates, equal to one and one-half times (1.5x) the applicable hourly rate, will apply to any work performed by any HCP's who is entitled to overtime compensation according to federal or state law.
- The above rates are subject to change with fifteen (15) days written notice.
- In the event Soliant is not able to provide a HCP for an assignment according to the above rate schedule, the Client will be given the option to pay a higher hourly rate for that specific assignment.

**On-Call Coverage**

Minimum Number of Hours	On-Call Coverage Charges	Call in Charges	Beeper Coverage
1	Hourly Rate	Applicable Hourly Rate Applies	\$10.00

- On-call services are billed in two parts: beeper coverage and call in charges
- Beeper coverage - charge for carrying beeper
  - Billed for each hour on-call pharmacist has to be available by beeper, around the clock
- Call in charges - charge should the on-call pharmacist be required to physically go into the pharmacy
  - The minimum number of hours per call in trip as specified above
- Client may also be responsible for extraordinary long distance charges incurred by on-call pharmacist, if any

Client Signature \_\_\_\_\_

Kimberly Anders  
Soliant Representative

Print Name \_\_\_\_\_

Kimberly Anders  
Print Name

Title \_\_\_\_\_

Regional Manager  
Title

Date \_\_\_\_\_

5/2/2012  
Date

## BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as "Agreement", is made effective April 15, 2012 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Covered Entity", and Soliant Health hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMLA"), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and California law and to protect the interests of both Parties.

### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMLA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic,

medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA-Privacy-Rule, or California-law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by



Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

### V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or

discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. ~~Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.~~

Business Associate acknowledges that Natividad Medical Center (NMC) has established a Corporate Compliance Program, and under this program NMC has developed a Code of Conduct Manual to provide guidance in the ethical and legal performance of our professional services. Business Associate further agrees to abide by all principles stated in the Code of Conduct while conducting business with Natividad Medical Center. A copy of the Code of Conduct & Principles of Compliance is available upon request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: Kimberly Anders

Title: \_\_\_\_\_

Title: Regional Manager

Date: \_\_\_\_\_

Date: 5/2/2012



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/09/2013

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 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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 866-283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> MPS Group, Inc 10151 Deerwood Park Boulevard Building 200, Suite 400 Jacksonville FL 32256 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Insurance Co of the State of PA		19429
	INSURER C: New Hampshire Ins Co		23841
	INSURER D: Illinois National Insurance Co		23817
	INSURER E: Continental Casualty Company		20443
INSURER F: XL Insurance America Inc		24554	

**COVERAGES**      **CERTIFICATE NUMBER: 570049580198**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL9645242	01/01/2013	01/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 5196216 AOS CA 5196218 MA	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000			US00045047LI13A SIR applies per policy terms & conditions	01/01/2013	01/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC018112607 AOS-1 (30 States)	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
C			N/A	WC018112608 AOS-2 (12 States)	01/01/2013	01/01/2014	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Misc Liab Cvg			015715287 Crime	01/01/2013	01/01/2014	Crime Coverage \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Branch Location: MPS Group, Inc., 10151 Deerwood Park Boulevard, Building 200, Suite 400, Jacksonville, FL, USA, 32256. Natividad Medical Center & The County of Monterey, its officers, agents and employees shall be included as Additional Insured on the General Liability and Automobile Liability policies, subject to terms in the agreement. The Insurance afforded under General Liability policy for the Natividad Medical Center is Primary Insurance and any other Insurance maintained by or available to the Natividad Medical Center is Non-Contributory provided that a written contract requiring such provision of coverage exists between the Insured and Natividad Medical center & The County of Monterey, its officers, agents and employees.

<b>CERTIFICATE HOLDER</b>  Natividad Medical Center Attn: Contracts Manager 1441 Constitution Blvd. Salinas CA 93906 USA	<b>CANCELLATION</b>  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  <i>Aon Risk Insurance Services West, Inc</i>
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Holder Identifier : Jacksonville      Certificate No : 570049580198





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services west, Inc.		NAMED INSURED MPS Group, Inc	
POLICY NUMBER See Certificate Number: 570049580198			
CARRIER See Certificate Number: 570049580198	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC018112609 CA	01/01/2013	01/01/2014	
B		N/A		WC018112610 FL	01/01/2013	01/01/2014	
B		N/A		WC018112611 MA,ND,WA,WI, WY	01/01/2013	01/01/2014	
D		N/A		WC018112612 MN	01/01/2013	01/01/2014	
	OTHER						
E	E&O-PL-Primary			167112912 E&O Misc Professional Li SIR applies per policy terms & conditions	01/01/2013	01/01/2014	Each Wrongful \$5,000,000
							General Aggregate \$15,000,000
D	Excess WC			WC6636171 Excess WC OH SIR applies per policy terms & conditions	01/01/2013	01/01/2014	EL Each Accident \$1,000,000
							EL Disease - Policy \$1,000,000
							EL Disease - Ea Empl \$1,000,000

YEAR

2012

## Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&amp;TC Section 13882. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.  
(Please type or print)

Withholding agent's name

County of Monterey

Vendor/Payee's name

Soliant Health, Inc.

Vendor/Payee's

 S0S. no. Social security number California corp. no. FEIN

Note:

Failure to furnish your  
identification number will  
make this certificate void.

501970270

Vendor/Payee's address (number and street)

1979 Lakeside Parkway, Ste 800

APT. no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

(817) 340-0521

City

Tucker

State

GA

ZIP Code

30084

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

 Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

 Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

 Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

 Tax-Exempt Entities:

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

 Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

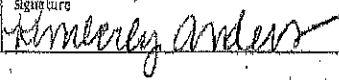
Vendor/Payee's name and title (type or print) Kimberly Anders, Regional Manager

Vendor/Payee's signature ▶ Kimberly Anders

Date 5/2/2012

**COUNTY OF MONTEREY - VENDOR DATA RECORD** (Rev. 2-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

<b>1</b>	<b>COUNTY OF MONTEREY</b> Contracts/Purchasing 168 W. Allsal Street 3 <sup>rd</sup> Floor Salinas, CA 99901 Email: <a href="mailto:mcvs9@co.monterey.ca.us">mcvs9@co.monterey.ca.us</a> Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.  See Privacy Statement and California Non-Resident Withholding Information on next page.
<b>2</b>	VENDOR'S LEGAL NAME (as shown on your income tax return) <b>Soliant Health, Inc.</b> <small>TAXPAYER NAME / DBA (if different from line 1)</small>  MAILING ADDRESS <b>1979 Lakeside Parkway</b> ADDITIONAL MAILING ADDRESS <b>Suite 800</b> CITY, STATE, ZIP CODE <b>Tucker, GA 30084</b>	SELECT NAME TO BE MADE PAYABLE TO <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both  PHONE NUMBER _____ FAX NUMBER _____  E-MAIL ADDRESS _____  REMIT-TO ADDRESS _____  REMIT-TO CITY, STATE, ZIP CODE _____
<b>3</b>	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input checked="" type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> C Corporation <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation <input type="checkbox"/> OTHER: ▶ <input type="checkbox"/> Partnership  SOCIAL SECURITY NUMBER (SSN): <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	58-1970270  For Tax ID entry instructions, please see next page.  NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
<b>4</b>	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input checked="" type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input type="checkbox"/> OTHER: ▶  Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Are you a Certified Green Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (See information regarding green certification on next page)	
<b>5</b>	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input type="checkbox"/> California Resident <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached  <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input checked="" type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address.  CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.
<b>6</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.	
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) <b>Kimberly Anders</b>  Signature 	Title <b>Regional manager</b>  Date <b>5/1/2012</b>  Phone Number <b>877.340.0521</b>