

**AMENDMENT No.1
TO SERVICES AGREEMENT
BETWEEN Natividad Medical Foundation (NMF). AND
NATIVIDAD MEDICAL CENTER
FOR**

Natividad Medical Foundation (NMF) philanthropically supports programs services.

This Amendment No.1 to the Services Agreement ("Agreement"), dated January 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Natividad Medical Foundation., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Natividad Medical Foundation (NMF) philanthropically supports programs Services with a one year term and a total Agreement amount not to exceed \$876,019; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two year period through December 31, 2017 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a \$1,818,555 increase for the added services for a total Agreement amount of \$2,694,574.

AGREEMENT

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

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

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following; *"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A plus Exhibit A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,694,574. "*
2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is January 1, 2015 to December 31, 2017 unless sooner terminated pursuant to this Agreement"*
3. Section 4, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
*"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1 as per Amendment No.1: Revised Scope of Services/Payment Provisions.*
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No.1 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
5. A copy of this Amendment No.1 Shall be attached to the Original Agreement.

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

Natividad Medical Center

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Harry Paetz
Monterey County Deputy County Counsel

Date: 12/3/15

APPROVED AS TO FISCAL PROVISIONS

By: Michael G. Miller
Monterey County Deputy Auditor/Controller

Date: Dec. 7, 2015

CONTRACTOR

NATIVIDAD MEDICAL FUND.
CONTRACTOR's Business Name*** (see instructions)

Judith L. Foebel
Signature of Chair, President, or Vice-President

Pres & CEO
Name and Title

Date: Nov. 30, 2015

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

Natividad Med. Fund, Board of Directors
Name and Title

Date: November 30, 2015

***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)

EXHIBIT A

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

Natividad Medical Foundation (NMF), established by the Monterey County Board of Supervisors in 1988, is dedicated to philanthropically supporting Natividad Medical Center (NMC) in its mission to continually monitor and improve the health status of the people of Monterey County, including the vulnerable, through access to high quality, coordinated health care services, regardless of ability to pay.

Natividad Medical Foundation assists NMC with specially requested services and provides philanthropic services in support of NMC's Strategic Plan, defined as:

- Major gift planning and fundraising;
- Community outreach in connection with fundraising;
- Preparing and submitting foundation and government grant applications;
- Administering current/future foundation grants;
- Supporting interpreting services; and
- Supporting and coordinating NMC/NMF joint community relations.

Natividad Medical Center's CEO serves as an ex officio voting member of Natividad Medical Foundation's Board of Directors as the primary mechanism for ensuring continuous communication between the hospital and the Foundation regarding NMF's initiatives and fundraising progress. NMF's President & CEO regularly participates in meetings of the hospital's Board of Trustees, and, on occasion, provides educational presentations to inform the Board of the Foundation's work.

Services are delivered at Natividad Medical Center, 1441 Constitution Blvd., Salinas, CA 93906. Some grant-funded program services and community relations activities are delivered and conducted at various community sites throughout Monterey County.

II. CONTRACTOR Obligations:

In 2016 and 2017, Natividad Medical Foundation will achieve the following goals and deliverables:

Service	Estimated Timeline	Outcome
Raise funds and pay to Natividad Medical Center an anticipated \$60,000 a month to support hospital needs	Through 2016 and 2017	NMC will book an anticipated \$720,000 each year as cash revenue from NMF
Provide philanthropic services to support Natividad Medical Center	Through December 31, 2017	Raise an estimated \$2,080,000 in philanthropic support in 2016 and \$2,184,000 in 2017
Provide grant and restricted fund administration services on behalf of Natividad Medical Center	Throughout 2016 and 2017	Administer more than 30 grant and restricted funds in support of NMC, including Song Brown (California OSHPD Family Medicine Residency Training

		Program grants); CHOICE, the new hospital-based violence intervention and prevention pilot project; the Community Foundation for Monterey County-funded <i>5 Steps to Prevent Diabetes</i> project and The David & Lucile Packard Foundation-funded <i>Shared Beginnings</i> parent education project
Comply with nonprofit industry best practices	Throughout 2016 and 2017	Ensure volunteer Board of Directors meets regularly in compliance with NMF Bylaws, Articles of Incorporation and governance policies; complete an annual independent financial audit; file Form 990 nonprofit tax return; maintain GuideStar Gold Level recognition; maintain charitable organization registration status with CA Attorney General's office
Provide trained interpreters for indigenous languages	Throughout 2016 and 2017	Provide an average of 120 interpreting sessions each month for patients hospitalized at Natividad Medical Center, including 4 of the top 7 most commonly spoken languages at Natividad Medical Center (Mixteco, Triqui, Zapoteco and Chatino)
Conduct Annual Programs campaigns, including mail and social media	Throughout 2016 and 2017	Expanded outreach to the community
Initiate new Communications Plan	March 2016	Expanded outreach to the community
Implement new Branding strategy	March 2016	Updated messaging to support increased donor base and philanthropic support
Carry out the fundraising campaign for The Agricultural Leadership Council (TALC)	By March 5, 2016 and 2017, and October-December, 2016 and 2017	Raise an estimated \$350,000 to support medical equipment purchases and language services at Natividad Medical Center
Facilitate the addition of works of art throughout the hospital's public spaces	By June 30, 2016 and 2017	Installation of new Monterey Bay Plein Air Painters Association exhibitions (estimated 40-60 pieces each)
Participate in the annual	Approximately	Raise an estimated \$35,000 each

Monterey County Employee Combined Giving Campaign	September-October 2016 and 2017	year to support the Patient Greatest Needs Fund
Host the annual Hero Award Celebration at Natividad Medical Center	March 2016 and 2017	Gather an estimated 200-300 or more community leaders at Natividad Medical Center to educate, inform and inspire philanthropic support of NMC
Participate as a Benefitting Charity in the Pebble Beach Concours d'Elegance Opportunity Drawings	August 21, 2016 and August 2017	Raise an estimated \$80,000 to support NMC's philanthropy efforts
Conduct the annual 1K4NATIVIDAD Club campaign	Throughout 2016 and 2017	Raise an estimated \$100,000 to support NMC's philanthropy efforts
Assist with securing multi-year government grants and contracts to support the Natividad Immunology Division Outpatient (NIDO) Clinic in caring for people in Monterey County who are living with HIV/AIDS	By March 31, 2016 and 2017	Prepare competing government grant application to needed to secure an estimated \$315,875 in Ryan White CARE Act government grants awarded to NMC for the period 4-1-17 to 3-31-18 and a non-competing continuation grant application for the period 4-1-17 to 3-31-18
Assist with securing multi-year government grants and contracts to support the Natividad Family Medicine Residency Program	By December 31, 2016 and 2017	Prepare grant applications needed to secure an estimated \$226,000 in California Office of Statewide Health Planning & Development Song Brown capitation, special program and other grants for the period 7-1-16 to 6-30-18

III. Pricing/Fees:

The total maximum liability under this agreement is \$1,818,555. The Foundation will invoice Natividad Medical Center on a quarterly basis for 1.) Operating Support; 2.) Ryan White NIDO Peer Supporter; 3.) Joint Community Relations; 4.) Physician - Medical Director of Health Promotion & Education.

Sales tax and travel fees are not applicable under this agreement.