



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066
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A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14574; Amendment No. 1

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Natividad Medical Foundation (A-14574) for NMC's specially requested services and for NMF's philanthropic services, extending the agreement term an additional two (2) year period (January 1, 2022 through December 31, 2023) for a revised full agreement term January 1, 2020 through December 31, 2023, and adding \$1,616,648 for a revised total agreement amount of \$3,306,888.

PASSED AND ADOPTED on this 7th day of December 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting December 7, 2021.

Dated: December 13, 2021

File ID: A 21-570

Agenda Item No.: 47

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL FOUNDATION AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PHILANTHROPIC SERVICES INCLUDING DONOR CULTIVATION AND SOLICITATION**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Foundation ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Philanthropic Services with a term January 1, 2020 through December 31, 2021 and a total Agreement amount not to exceed \$1,690,405; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through December 31, 2023 to allow for services to continue, with a \$1,616,483 increase for the additional two years for a revised total Agreement amount of \$3,306,888.

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 the Original Agreement except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1 attached to Amendment No. 1, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$3,306,888."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 1, 2020 through December 31, 2023 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND 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: Scope of Services/Payment Provisions as per Amendment No. 1."***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective when signed by both parties.

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 No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: Dr. Charles R. Harris
Charles R. Harris, Interim CEO

Date: 2/25/22

APPROVED AS TO LEGAL PROVISIONS

By: Haag L. Smith
Monterey County Deputy County Counsel

Date: 11/15/2021

APPROVED AS TO FISCAL PROVISIONS

By: Joey Nolasco
Monterey County Deputy Auditor/Controller

Date: 2/25/22

CONTRACTOR

NATIVIDAD MEDICAL FOUNDATION

CONTRACTOR's Business Name

See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Name and Title

Date: _____

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 (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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 No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: Dr. Charles R. Harris
Charles R. Harris, Interim CEO

Date: 2/25/22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

NATIVIDAD MEDICAL FOUNDATION

CONTRACTOR's Business Name

See instructions below

By: Jennifer Williams
(Signature of: Chair, President, or Vice-President)

Jennifer Williams, President & CEO
Name and Title

Date: 2-18-22

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

NALLS, CMO
Name and Title

Date: 2/18/22

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A-1 : SCOPE OF SERVICES/PAYMENT PROVISIONS

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.

NMF assists NMC with specially requested services and provides philanthropic services to enhance Natividad 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.

NMC's CEO serves as an ex officio voting member of NMF's Board of Directors as the primary mechanism for ensuring continuous communication between the hospital and the Foundation regarding the Foundation's initiatives and fundraising progress. In addition, a member of the hospital's Board of Trustees serves on the Foundation's Board of Directors. 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 NMC, 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 2022 and 2023, NMF aims to achieve the following goals and deliverables:

Service	Estimated Timeline	Outcome
Ensure fulfillment of donor intent, accountability to the Attorney General of the State of California and transparency in alignment with nonprofit industry best practices	Throughout 2022 to 2023	Ensure accountability to donor intent and the CA Attorney General's office; ensure volunteer Board of Directors meets regularly in compliance with the Foundation's Bylaws, Articles of Incorporation and governance policies; complete an annual independent financial audit; file Form 990 nonprofit tax return; maintain GuideStar Platinum Level recognition; maintain

		charitable organization registration status with CA Attorney General's office
Raise funds to support NMC in a manner that fulfills NMF's fiduciary duty to donors and that State of California.	Through 2023	Raise an anticipated \$720,000 each year and be ready and able to fund hospital services (once purchases are made and/or projects completed) and purchase approved capital items based on a capital equipment and project lists to be provided by NMC
Raise approximately \$380,000 each year to support basic nonprofit operations	For the periods January 1 – December 31, 2022 and January 1 – December 31, 2023	Raise funds to support ongoing nonprofit operations of NMF, including annual independent audit, accounting, Board governance, personnel employment and management, marketing, information technology and basic business office expenses
Provide grant and restricted fund administration services on behalf of NMC	Through 2023	Administer 30+ grants/restricted funds in support of NMC, including Song Brown (California OSHPD Family Medicine Residency Training Program grants); CHOICE; Community Foundation for Monterey County-funded <i>5 Steps to Prevent Diabetes</i> program; Nursing Education and Advanced Trauma Life Support classes
Manage and raise funds to support the Patient Greatest Needs Fund	Through 2023	Collaborate with hospital social workers and case managers to meet the basic life needs of poor patients, including purchasing bus passes and Greyhound/Amtrak tickets, arranging short-term shelter at local motels, paying for prescriptions and providing funds to buy food and clothing
Employ and fund spiritual care advisors	Through 2023	Assist hospital with ensuring that all patients have access to spiritual care by funding and employing chaplains/spiritual care advisors
Employ 6-8 grant-funded individuals for multiple projects and programs	Throughout 2023	Provide employment, human resources, legal, payroll and other employment services for individuals working for

		Foundation-operated programs such as CHOICE, spiritual care and 5 Steps to Prevent Diabetes®
Provide project evaluation services	Through 2023	Meet all required grant reporting deadlines and perform data analysis and reporting to demonstrate program effectiveness
Prepare and submit grant proposals that are requested by and awarded directly to Natividad	Through 2023	Prepare and submit applications requested by the hospital for funds awarded directly to the hospital to meet pressing needs as funding opportunities become available
Consistently deliver donor communications including mail and social media	Through 2023	Educate and engage community through increased outreach, networking and participation
Conduct and continuously expand and improve Annual Programs and campaigns	Through 2023	Expand outreach to the community to increase operating support for NMF and special purpose support for the hospital
Continue to consistently incorporate the Transforming Health Care Into Healing® brand strategy	Through 2023	Deliver branded messaging to support increased donor base and philanthropic support
Carry out the fundraising campaign for The Agricultural Leadership Council (TALC)	April - October annually through 2023	Raise an estimated \$300,000 to support medical equipment purchases, spiritual care and diabetes education at NMC
Facilitate the addition of works of art throughout the hospital's public spaces	Through 2023	Install new Monterey Bay Plein Air Painters Association exhibitions (estimated 40-60 pieces each year)
Participate in the annual Monterey County Employee Combined Giving Campaign	Approximately September-October annually through 2023	Raise an estimated \$35,000 each year to support the Patient Greatest Needs Fund
Participate as a Benefitting Charity in the Pebble Beach Concours d'Elegance Opportunity Drawings	June – August annually through 2023	Raise an estimated \$90,000 each year to support NMC's philanthropy efforts
Conduct the annual 1K4NATIVIDAD Club campaign	Through 2023	Raise an estimated \$100,000 each year to support NMC's philanthropy efforts
Assist with securing multi-year government grants and contracts to	Annually through 2023	Prepare grant applications requested by the hospital to secure an estimated \$400,000 annually in

support the Natividad Family Medicine Residency Program		California Office of Statewide Health Planning & Development Song Brown capitation, CalMedForce, Area Health Education Center, special program and other grants
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III. Pricing/Fees:

The total maximum liability under this agreement is \$1,616,483. The Foundation will invoice NMC on a quarterly basis for 1.) NMF Salaries, Wages, Benefits Operating Support, and 2.) Joint NMC/NMF Community Relations.

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