



## Monterey County Board of Supervisors

### Board Order

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1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

**Agreement No.: A-14574 ; Amendment No.: 2**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14574) with Natividad Medical Foundation (NMF) for philanthropic services, extending the agreement an additional two (2) year period (January 1, 2024 through December 31, 2025) for a revised full agreement term of January 1, 2020 through December 31, 2025, and adding \$1,837,688 for a revised total agreement amount not to exceed \$5,144,576.

PASSED AND ADOPTED on this 5<sup>th</sup> day of December 2023, by roll call vote:

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

NOES: None

ABSENT: None

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 5, 2023.

Dated: December 13, 2023

File ID: A 23-540

Agenda Item No.: 32

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

Vicente Ramirez, Deputy

*Agreement A-14574*

**AMENDMENT NO. 2  
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. 2 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 with Natividad Medical Foundation for philanthropic services including donor cultivation and solicitation with a term January 1, 2020 through December 31, 2021 and a total Agreement amount not to exceed \$1,690,405; and

**WHEREAS**, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through December 31, 2023 for a revised term of Agreement (January 1, 2020 through December 31, 2023) to allow for services to continue with revisions to the scope of work attached hereto as "Exhibit A-1: Scope of Services/ Payment Provisions as per Amendment No. 1" with an increase of \$1,616,483 for a revised total Agreement amount not to exceed \$3,306,888; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 to extend it for an additional two (2) year period through December 31, 2025 for a revised term of Agreement (January 1, 2020 through December 31, 2025) to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-2: revised Scope of Services/ Payment Provisions as per Amendment No. 2" with a \$1,837,688 increase for a revised total Agreement amount not to exceed \$5,144,576.

**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 and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:  
***"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$5,144,576."***
2. The first sentence of Section 3.1 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:  
***"The term of this Agreement is from January 1, 2020 through December 31, 2025 unless sooner terminated pursuant to the terms of this Agreement."***

3. Section 4/ Paragraph titled, "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.~~  
**Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2."**
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 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. 2 shall be attached to the Agreement.
6. This Amendment No. 2 shall be effective when signed by both Parties.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

**IN WITNESS WHEREOF**, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of**  
**NATIVIDAD MEDICAL CENTER**

DocuSigned by:  
 By: Charles R. Harris  
 4E1F837D204E481  
 Charles R. Harris, CEO

Date: 12/14/2023 | 3:58 PM PST

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
 By: Stacy Saetta  
 C0EECE1B99E41449  
 Monterey County Deputy County Counsel

Date: 11/14/2023 | 11:29 AM PST

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
 By: Patricia Ruiz  
 E79EF64E57454F6  
 Monterey County Deputy Auditor/Controller

Date: 11/14/2023 | 11:46 AM PST

**CONTRACTOR**

Natividad Medical Foundation  
**CONTRACTOR's Business Name**  
 \*\*\*See instructions below\*\*\*

DocuSigned by:  
 By: Jennifer L. Williams  
 F830C87D85174EA  
 (Signature of: Chair, President, or Vice-President)

Jennifer L. Williams, President & CEO  
 Name and Title

Date: 11/14/2023 | 10:05 AM PST

DocuSigned by:  
 By: Craig Walls  
 00526B51AF5C494  
 (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Craig walls, Chief Medical Officer  
 Name and Title

Date: 11/14/2023 | 10:48 AM PST

**\*\*\*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-2: revised Scope of Services/ Payment Provisions as per Amendment No. 2**

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### **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; 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 may be delivered and conducted at 1441 Constitution Blvd., Salinas, CA 93906 or at various community sites throughout Monterey County.

### **II. CONTRACTOR Obligations:**

In 2024 and 2025, NMF aims to achieve the following goals and deliverables:

<b>Service</b>	<b>Estimated Timeline</b>	<b>Outcome</b>
Ensure fulfillment of donor intent, accountability to the Attorney General of the State of California and transparency in alignment with nonprofit industry best practices	Through 2025	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 2025	Raise an anticipated \$900,360 in calendar year 2024 and \$937,328 in calendar year 2025 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 \$350,000 each year to support basic nonprofit operations	For the periods January 1 – December 31, 2024 and January 1 – December 31, 2025	Raise funds to support ongoing nonprofit operations of NMF, including annual independent audit, insurances, accounting, Board governance, personnel employment and management, marketing, information technology, and basic business office expenses
Provide grant and restricted fund administration services	Through 2025	Administer grants and restricted funds in support of NMC.
Manage and raise funds to support the Patient Greatest Needs Fund	Through 2025	Collaborate with hospital social workers and case managers to meet the basic life needs of patients in need, including purchasing bus transportation, and Amtrak tickets, arranging short-term shelter, paying for prescriptions, and providing funds to buy food and clothing
Fund grant-funded individuals for multiple projects and programs	Through 2025	Provide support as needed for grant funded positions to meet the needs of the grant.
Provide project evaluation services	Through 2025	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 2025	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 2025	Educate and engage community through increased outreach, networking, and participation
Conduct and continuously expand and improve Annual Programs and campaigns	Through 2025	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 <sup>®</sup> brand strategy	Through 2025	Deliver branded messaging to support increased donor base and philanthropic support
Conduct the fundraising campaign for The Agricultural Leadership Council (TALC)	Annually through 2025	Raise an estimated \$300,000 to support various needs requested by NMC
Facilitate the addition of works of art throughout the hospital's public spaces	Through 2025	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 2025	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 2025	Raise an estimated \$90,000 each year to support NMC's services for babies and children
Conduct the annual 1K4NATIVIDAD Club campaign	Through 2025	Raise an estimated \$100,000 each year to support NMC's philanthropy efforts
Assist with securing multi-year government grants and contracts to support the Natividad Family Medicine Residency Program	Annually through 2025	Prepare grant applications requested by the hospital to secure an estimated \$400,000 annually in California Office of Statewide Health Planning & Development Song Brown capitation, CalMedForce, Area Health Education Center, special program and other grants

**III. Pricing/Fees:**

The total maximum liability under this agreement is \$1,837,688. The Foundation will invoice NMC on a quarterly basis for NMF Salaries, Wages, Benefits Operating Support, and Joint NMC/NMF Community Relations.

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