

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Natividad Medical Foundation AND
THE NATIVIDAD MEDICAL CENTER
FOR
Philanthropic Services**

This Amendment No. 7 to Professional Services Agreement ("Agreement"), dated January 15, 2008 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Foundation (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on January 1, 2009 via Amendment No. 1, on June 1, 2009 via Amendment No. 2, and on January 1, 2010 via Amendment No.3, and on January 1, 2011 via Amendment No.4, and on January 1, 2012 via Amendment No.5, and on January 1, 2013 via Amendment No.6; 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 by \$1,096,032 because of the term extension and the amount payable for services rendered.

AGREEMENT

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

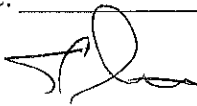
1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA254/A-11102).
2. Section 2. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$410,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA254/A-11102) shall not exceed the total sum of \$6,208,858 for the full term of the Agreement*".
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1, 2008 to December 31, 2008 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is January 1, 2008 to December 31, 2014 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos.1, 2, 3, 4, 5, and 6 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 and all previous amendments shall be attached to the original Agreement (No. MYA254/A-11102).
6. The effective date of this Amendment is January 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:  _____
Harry Weis, NMC Chief Executive Officer

Date: 11/13/13

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brereton, Deputy County Counsel

Date: NOV 15, 2013

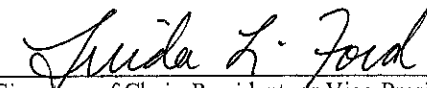
APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

Natividad Medical Foundation
Contractor's Business Name*** (see instructions)

 _____
Signature of Chair, President, or Vice-President

LINDA L. FORD President & CEO
Name and Title

Date: November 13, 2013

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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

**ACTUAL NMC MOU
EXPENSE BREAKDOWN**

Year	NMF Salaries & Benefits Operating Support	Grants Mgt.	Gov't Grants	NMC Requested Services	Capital Campaign¹	Total MOU²
2008	\$360,000	\$50,000	\$0	\$0	\$0	\$410,000
2009	\$410,000	\$0	\$425,000	\$0	\$0	\$835,000
2010	\$380,000	\$17,000	\$310,500	\$40,000	\$0	\$747,500
2011	\$611,822	\$20,259	\$253,239	\$246,150	\$0	\$1,131,470
2012 ³	\$608,942	\$14,956	\$187,125	\$81,745	\$54,000	\$946,768
2013	\$631,887	\$9,000	\$207,270	\$126,271	\$0	\$974,428
2014	\$652,057	\$0	\$0	\$143,975	\$300,000	\$1,096,032
Total	\$3,654,708	\$111,215	\$1,383,134	\$638,141	\$354,000	\$6,141,198

¹The standard capital campaign expense is 10% of goal. NMF intends to test a \$10 million goal with expenses of \$1 million over the course of the 24-month capital campaign.

²Reflects actual audited amounts paid out under NMC MOU, except for 2013 and 2014, which are projected.

³2012 budgeted Salaries & Benefits Operating Support from NMC was \$676,602. Harry Weis, NMC CEO, requested NMF cut its Salaries & Benefits Operating Support by approximately 10% (n=\$67,660) as reflected above. This resulted in the elimination of the employee incentive program.

ACTUAL FOUNDATION REVENUE BREAKDOWN

		Contributions and Grants (Form 990 Part I, Line 8)					FOUNDATION REVENUE REPORTED ON FORM 990s				
Year	A	B		C	D	E	F	G	H	I	
	Fundraising Events	B1. NMC MOU: NMF Salaries & Benefits Contribution	B2. NMC MOU: Requested Services Contribution	All other contributions, gifts, grants	Total Contributions and Grants (sum of columns A, B, C)	Program Service Revenue	Investment Income	Other Income	TOTAL REVENUE (sum of columns D, E, F, G)	TOTAL REVENUE MINUS NMC MOU CONTRIBUTIONS (for NMF salaries & benefits and NMC Requested Services); (column H minus sum of columns B1 + B2)	
2008	\$62,300	\$360,000	\$0	\$798,468	\$1,220,768	\$55,600	\$18,479	-\$4,682	\$1,290,165	\$930,165	
2009	\$300	\$410,000	\$0	\$850,895	\$1,261,195	\$46,987	\$4,733	\$66,646	\$1,379,561	\$969,561	
2010	\$9,900	\$380,000	\$40,000	\$1,183,703	\$1,573,603	\$123,378	\$1,977	\$71,856	\$1,770,814	\$1,350,814	
2011	\$1,800	\$611,822	\$246,150	\$1,196,789	\$1,810,411	\$48,093	\$5,579	\$25,383	\$1,889,466	\$1,031,494	
2012	\$0	\$608,942	\$135,805	\$939,897	\$1,684,644	\$29,174	\$5,192	\$32,391	\$1,751,401	\$1,006,654	
2013 ¹	\$0	\$631,887	\$166,271	\$2,000,000	\$2,798,158	\$25,758	\$4,000	\$80,000	\$2,907,916	\$2,109,758	
2014 ¹	\$0	\$652,057	\$143,975	\$2,133,079	\$2,929,111	\$10,500	\$4,000	\$72,500	\$3,016,111	\$2,220,079	
Total	\$74,300	\$3,654,708	\$732,201	\$9,102,831	\$13,277,890	\$339,490	\$43,960	\$344,094	\$14,005,434	\$9,618,525	

¹All amounts reflect actuals from Form 990 tax returns, except 2013 and 2014, which are projected.

Other Notes

* Total Philanthropy in 2006 before NMF's Strategic Business Plan was developed was \$156,853.

* The revenue demonstrated above does not include federal government grants prepared and submitted by NMF and paid directly to NMC. In 2014, NMF intends to secure \$492,500 for NMC, including \$292,500 for the Ryan White Part C Non-Competing Continuation application and \$200,000 in federal grants yet to be identified.

NMC ACTUAL RETURN ON INVESTMENT

Year	NMF Salaries & Benefits Operating Support	Total Foundation Revenue ¹	Net Gain	ROI
2008	\$360,000	\$930,165	\$570,165	158.38%
2009	\$410,000	\$969,561	\$559,561	136.48%
2010	\$380,000	\$1,350,814	\$970,814	255.48%
2011	\$611,822	\$1,031,494	\$419,672	68.59%
2012 ²	\$608,942	\$1,006,654	\$397,712	65.31%
2013	\$631,887	\$2,109,758	\$1,477,871	233.88%
2014	\$652,057	\$2,220,079	\$1,568,022	240.47%
Total	\$3,654,708	\$9,618,525	\$5,963,817	163.18%

¹Total Foundation Revenue includes contributions and foundation and state grants (non-federal); program service revenue; investment income; and other revenue. It does not include the NMC contribution for NMF salaries and benefits or the NMC contribution for NMC requested services. In addition, the Total Foundation Revenue does not include federal government grants prepared and submitted by NMF on behalf of NMC, because these funds are awarded directly to and managed by NMC. These Related Transactions have included more than \$4 million since 2008, including critical programs such as the Substance Abuse and Mental Health Services Agency (SAMHSA) Screening, Brief Intervention and Referral to Treatment (SBIRT) Residency training grant and Ryan White Part C HIV/AIDS Early Intervention Program competing and non-competing continuation grants.

²2012 Actual NMC Contribution for NMF salaries and benefits was lower than budgeted in the MOU.

ADDITIONAL SERVICES PROVIDED BY NMF TO NMC

FEDERAL GOVERNMENT GRANTS (NOT INCLUDED ABOVE)

- * Prepare and submit federal government grant applications in response to Requests for Proposals
- * Secure government grants and contracts (projected to secure \$492,500 for NMC in 2014 in addition to the totals above.)
- * Provide technical assistance to NMC staff related to gov't grants management

ADMINISTERING NMC PROGRAMS (2014)

- * NMC Medical Director of Health Promotion & Education (\$92,475)
- * NIDO Clinic Peer Supporter (\$10,500)
- * Monterey Institute of International Studies Sustainability Intern (\$6,000)
- * Joint Community Relations (\$35,000)

COMMUNITY RELATIONSHIP-BUILDING AND HEALTH EDUCATION

- * Indigenous language services
- * Diabetes Prevention Education (5 Steps to Health)
- * The Agricultural Leadership Council (TALC)

GRANT PROJECT MANAGEMENT

NMF manages 24 grant projects and restricted funds, ranging from the David & Lucile Packard Foundation-funded *Shared Beginnings* parent education project for limited English proficient patients at Natividad to the Community Foundation for Monterey County-funded 5 Steps to Prevent Diabetes community education project.

SPECIAL EVENTS

- * Pebble Beach Concours d'Elegance
- * Carmel Rio Resolution Run
- * Monterey County Employee Combined Giving

Natividad Medical Foundation
2014 Justification

Line No.	Budget Item	Source of Funds										NMF 2014 BUDGET (Operating Only)	2013 MOU	2012 MOU	2011 MOU	2010 MOU
		2014 MOU	Unestr. Phil.	Restr. Phil.	State Grants Awarded to NMF	State Fiscal Mgt. Fees	Federal Govt Grants Awarded to NMC* - NOT YET SECURED	Interest	2013 MOU	2012 MOU	2011 MOU					
1	Salaries/Benefits	652,057	-	-	-	-	-	-	-	-	-	652,057	676,602	676,602	676,602	414,500
2	NMF Salaries	430,695	-	-	-	-	-	-	-	-	-	430,695	485,936	485,936	-	-
3	NMF Benefits	221,362	-	-	-	-	-	-	-	-	-	221,362	187,666	187,666	-	-
4	Other Operating Expenses	-	260,000	-	-	10,500	-	-	-	-	4,000	274,500	-	-	-	-
5	Restricted Philanthropy	-	-	1,820,000	-	-	-	-	-	-	-	-	-	-	-	-
6	State Grants	-	-	-	125,729	-	-	-	-	-	-	-	-	-	-	-
7	NMC Touro Medical Interns	0	-	-	-	-	-	-	-	-	-	0	20,000	0	15,150	-
8	Ryan White Peer Supporter	10,500	-	-	-	-	-	-	-	-	-	0	10,500	0	0	0
9	NMC Physician - Medical Director of Health Promotion & Education	92,475	-	-	-	-	-	-	-	-	-	0	88,071	85,745	36,500	-
10	Capital Campaign Feasibility Study	-	-	-	-	-	-	-	-	-	-	0	-	0	30,000	-
11	Capital Campaign Campaign Counsel	-	-	-	-	-	-	-	-	-	-	0	-	0	24,000	-
12	NMC Capital Campaign	300,000	-	-	-	-	-	-	-	-	-	0	-	-	-	-
13	Joint NMC/NMF Community Relations	35,000	-	-	-	-	-	-	-	-	-	0	7,700	50,000	140,500	-
14	Sustainability Internship	6,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	NMC Federal Grants (SAMHSA) Year 4 Carryover (Oct. 2012 - March 2013)	0	-	-	-	-	-	-	-	-	-	0	40,000	-	-	-
16	NMC Federal Grants (SAMHSA) Year 5 (Oct. 2012 to March 2013)	0	-	-	-	-	-	-	-	-	-	0	157,270	187,125	253,239	280,781
17	Federal Grant Mgt. Fees (SAMHSA) Year 5 (Oct. 2012 to March 2013)	0	-	-	-	-	-	-	-	-	-	0	9,000	14,956	20,259	29,719
18	NMC Federal Government Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Goal*	-	-	-	-	10,500	-	-	-	492,500	-	926,557	1,014,428	1,131,470	725,000	-
	Subtotal	1,096,032	260,000	1,820,000	125,729	10,500	492,500	4,000	926,557	974,428	1,014,428	1,131,470	725,000	-	-	-

NMF Expense Budget = 926,557
 Total Funds Raised & Secured = 2,712,729
 Cost Per Dollar Raised & Secured = \$0.342

(excludes NMC expenses for capital campaign, medical interns, sustainability intern, peer support for NMO, joint NMC/NMF community relations, Medical Director for Health Promotion and Education)

*Government grants secured by NMF and paid directly to and accounted for by NMC.

For Roadside Assistance: 800-531-8555

Report a claim, get coverage and deductible information, request a tow from the accident scene, schedule an appraisal or reserve a rental car using:

- usaa.com,
- USAA's Mobile App, or
- By calling 210-531-USAA (8722), our mobile phone shortcut number #8722 or 800-531-USAA.

California Evidence of Financial Responsibility

This ID card is evidence of liability insurance for your vehicle. The card is valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.** You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

FCA1 Rev. 6-13

50781-0513_02

CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

Name and Address of Insured

NAIC 25941

MARGOT J ROBINSON

2066 LEIDIG RD

MONTEREY CA 93940-7432

JASON T ROBERTSON
TAMARA J ROBERTSON

Insurance Company

UNITED SERVICES AUTOMOBILE ASSN

Policy Number	00724 13 96U	Effective Date	05/30/13	Expiration Date	11/30/13
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Vehicle Make/Vehicle Identification Number	ACURA 2HNYD18716H531706	Year	2006
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This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

9800 Fredericksburg Road, San Antonio, Texas 78288

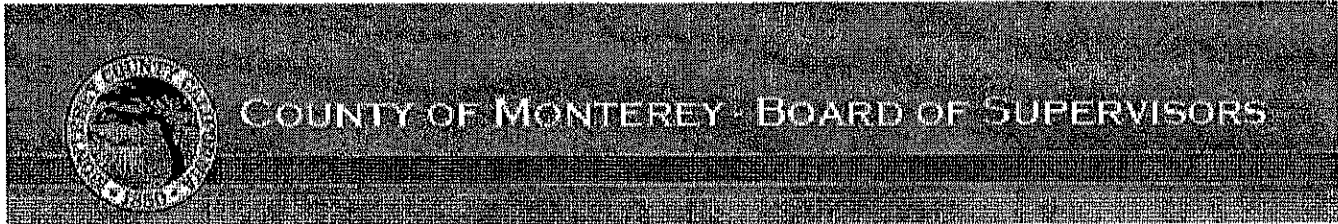
OR 800-531-USAA

CONTACT US: 210-531-USAA(8722)

Additional copies available at usaa.com

California Evidence of Financial Responsibility
Keep this card.
IMPORTANT: The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

b a c k



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File #:	A 12-234	Name:	Natividad Medical Foundation Amendment #6 (2)
Type:	BoS Agreement	Status:	Consent Agenda
File created:	12/20/2012	In control:	Board of Supervisors
On agenda:	1/15/2013	Final action:	

Title: Authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (A-11102) with the Natividad Medical Foundation (NMF) for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations" in support of NMC's strategic vision which includes a goal of \$6 million through philanthropy to support capital needs at NMC; adding \$974,428 (a decrease of \$40,000 from the previous year) and extending the Agreement to December 31, 2013, for a revised total Agreement amount not to exceed \$5,112,826 in the aggregate.

Attachments: [NMF Amendment #6](#), [NMF Justification 2013](#), [NMF Summary Sheet](#), [NMF Completed Board Order 12-11-12, 01-15-13 Completed Board Order](#)

[History \(0\)](#)
[Text](#)

Title

Authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (A-11102) with the Natividad Medical Foundation (NMF) for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations" in support of NMC's strategic vision which includes a goal of \$6 million through philanthropy to support capital needs at NMC; adding \$974,428 (a decrease of \$40,000 from the previous year) and extending the Agreement to December 31, 2013, for a revised total Agreement amount not to exceed \$5,112,826 in the aggregate.

Report

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (A-11102) with the Natividad Medical Foundation (NMF) for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations" in support of NMC's strategic vision which includes a goal of \$6 million through philanthropy to support capital needs at NMC; adding \$974,428 (a decrease of \$40,000 from the previous year) and extending the Agreement to December 31, 2013, for a revised total Agreement amount not to exceed \$5,112,826 in the aggregate.

SUMMARY:

Critical to the Foundation's continued success with raising and securing philanthropic funds and government funding for Natividad Medical Center in support of its strategic vision is core operating support for NMF to allow NMF to retain highly skilled development professionals to increase capacity for a capital campaign; engage in community outreach; engage in prospect research; solicit local and national individuals, foundations and corporations; secure federal grants;

provide planned giving programs; coordinate special events; and engage in NMC/NMF joint community relations.

Additionally, through March 31, 2013, the Foundation will provide oversight expertise related to secured government grants to ensure compliance with federal administrative and fiscal regulations, ensure successful project outcomes and engage existing hospital staff in federal grants management trainings.

Finally, in 2013, NMF will complete a one-time Capital Campaign Feasibility Study.

DISCUSSION:

A total of \$631,887 is needed for Foundation core operating support for salaries and benefits. In addition, a total of \$342,541 is included, representing \$216,270 for direct personnel and indirect grant expenses related to NMC's Substance Abuse and Mental Health Services Agency (SAMHSA) Screening, Brief Intervention and Referral to Treatment (SBIRT) grant award for NMF to provide administrative and fiscal oversight expertise to ensure compliance with federal grant regulations through March 31, 2013; \$7,700 for joint NMF/NMC community relations; \$88,071 for the Medical Director of Health Promotion and Education; \$20,000 for the Medical Education Coordinator funded by the agreement with Touro University to train medical interns; and \$10,500 for a Peer Supporter for the NIDO Clinic to help retain clients in care. Philanthropic contributions to NMF increased by more than 530% from 2007 to 2011 with total 2011 philanthropic donations of \$1,060,000. To date in 2012, NMF has raised \$66,800 from the Pebble Beach Concours d'Elegance Opportunity Drawing and \$59,400 for the 1K4NATIVIDAD Club. Since 2006, NMF has witnessed a renewed outpouring of gifts through NMF to impact the lives of babies, children and families in our community every day. In the past year:

- The Agricultural Leadership Council (TALC) - formed by John D'Arrigo, President & CEO of D'Arrigo Bros. Co. of CA in 2010 - has donated more than \$600,000 to philanthropically support the health of farm workers and their families by purchasing medical equipment for Natividad Medical Center. Established with 22 of the largest agricultural businesses - including Taylor Farms, Tanimura & Antle and Mann Packing - TALC has grown to 102 members.
- NMF wrote the grant for a 5th year of the Substance Abuse and Mental Health Services Administration (SAMHSA) Screening, Brief Intervention and Referral to Treatment (SBIRT), resulting in a \$352,539 grant to continue the program - including the Community Medicine Rotation of the Family Medicine Residency Program - through September 2013.
- 40 women have had their lives changed through The Onyx Fund for Women, a philanthropic fund, which provides down payment assistance so uninsured working poor women in need of elective gynecologic surgery can get the corrective surgery they need.
- Community Foundation for Monterey County donated \$175,000 - including the largest general endowment grant made in 2012 - to support diabetes prevention education for low income residents of Monterey County; medical care for poor people living with Gulf War Syndrome, Chronic Fatigue Syndrome or fibromyalgia; and Qualified Medical Interpreter training and internships for low income indigenous language- (Mixteco, Triqui, Zapoteco) speaking women to meet patient needs and support each woman's economic self-sufficiency.
- D'Arrigo Family Specialty Services at NMC opened in July 2012, funded in part with a \$250,000 donation to Natividad Medical Foundation from the D'Arrigo Family. Specialty services expansion has resulted in an increase from 18 exam rooms to 27 new exam and 3 new procedure rooms to provide 32,000 patient visits a year.
- Secured grant funds from the Bank of America Charitable Foundation and Driscoll's to train 47 NMC staff as Qualified Medical Interpreters, and as a result of a \$35,000 ACTION grant from the University of California, San Francisco Center for the Health Professions, admitting staff collects and documents Race, Ethnicity and Language data and medical interpretation needs in the hospital's medical information system. REaL data is necessary to identify - and respond to - disparities in care and appropriately respond to the needs of Limited English Proficient (LEP) patients.

The 2013 philanthropy goal is \$2,080,000; the interest and other earned income goal is \$25,758; and the 2013 government grants/contracts goal is \$647,971 for a total projected revenue goal of \$2,753,729. *See Attachments 2013 Summary and 2013 Justification for further detail.*

In addition, in 2013, NMF will complete a one-time Capital Campaign Feasibility Study. Depending on the findings of the Feasibility Study, an amendment to this Agreement may be needed to cover Capital Campaign Counsel and associated expenses. Typically, capital campaign expenses equal 10% of the total multi-year capital campaign goal.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. The 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 is \$974,428 and is included in the Fiscal Year 2012/2013 Adopted Budget. Amounts for remaining years of this Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by: Harry Weis, Chief Executive Officer, 783.2553

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: 2008-2013 Summary; 2013 Justification; Amendments 6, 5, 4, 3, 2, 1; Agreement.
Attachments on File with the Clerk of the Board



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No. A-11102

Upon motion of Supervisor Potter, seconded by Supervisor Parker, and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (A-11102) with the Natividad Medical Foundation (NMF) for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations" in support of NMC's strategic vision which includes a goal of \$6 million through philanthropy to support capital needs at NMC; adding \$974,428 (a decrease of \$40,000 from the previous year) and extending the Agreement to December 31, 2013, for a revised total Agreement amount not to exceed \$5,112,826 in the aggregate.

PASSED AND ADOPTED on this 15th day of January 2013, 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 January 15, 2013.

Dated: January 16, 2013
File Number: A 12-234

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

By *Denise Hancock*
Deputy

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Natividad Medical Foundation AND
THE NATIVIDAD MEDICAL CENTER
FOR
Philanthropic Services**

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WHEREAS, the County and Contractor amended the Agreement previously on January 1, 2009 via Amendment No. 1, on June 1, 2009 via Amendment No. 2, on January 1, 2010 via Amendment No.3, on January 1, 2011 via Amendment No.4, and on January 1, 2012 via Amendment No.5

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

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. A-11102).
2. Section 2. "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 \$410,000.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11102) shall not exceed the total sum of \$5,112,826 for the full term of the Agreement.*"
3. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1,2008 to December 31, 2008 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from January 1, 2008 to December 31, 2013 unless sooner terminated pursuant to this Agreement.*"
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4 and 5 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 and all previous amendments shall be attached to the original Agreement (No. A-11102)
6. The effective date of this Amendment is January 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.

CONTRACTOR

Signature 1 Linda L. Ford
(Signature of Chair, President, or Vice-President)***

Dated October 1, 2012

Printed Name LINDA L. FORD

Title Pres. & CEO, NMF

Signature 2 Sylvana Stratton
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) ***

Dated Oct 6, 2012

Printed Name SYLVANA STRATTON

Title Treasurer

***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 [Signature]
Purchasing Manager

Dated 1-16-13

Signature [Signature]
NMC - CEO

Dated 10/9/12

Approved as to Legality and Legal Form:
Charles J. McKee, County Counsel

By [Signature]
Deputy Attorney for County and NMC

Dated: 10/15, 2012

Reviewed as to fiscal provisions
[Signature]
Auditor/Controller
County of Monterey 10/16/12

2008 - 2013 Summary:
NMC MOU Expense, Foundation Revenue and Return on Investment

FOUNDATION REVENUE BREAKDOWN					
Year	Philanthropy	Gov't Grants Revenue	Earned Revenue	Total Revenue	
2008	\$824,235	1,243,862	\$72,925	\$2,141,022	
2009	\$933,698	\$718,451	\$65,460	\$1,717,609	
2010	\$1,366,000	\$669,988	\$69,539	\$2,105,527	
2011	\$1,300,000	\$334,694	\$38,965	\$1,673,659	
2012*	\$1,400,000	\$862,510	\$33,056	\$2,295,566	
2013**	\$2,080,000	\$647,971	\$25,758	\$2,753,729	
Total	\$7,903,933	\$4,477,476	\$305,703	\$12,687,112	

*Revenue is estimated for 2012 year-end.

**Includes government grants secured by NMF and paid directly to and accounted for by NMC.

MOU EXPENSE BREAKDOWN					
Year	NMF Core Operating Support	Grants Mgt.	Gov't Grants	NMC Requested Services	Total MOU
2008	\$360,000	\$50,000	\$0	\$0	\$410,000
2009	\$384,737	\$53,585	\$419,678	\$0	\$858,000
2010	\$414,500	\$0	\$310,500	\$0	\$725,000
2011	\$611,822	\$20,259	\$253,239	\$246,150	\$1,131,470
2012	\$676,602	\$14,956	\$187,125	\$135,745	\$1,014,428
2013	\$631,887	\$9,000	\$207,270	\$126,271	\$974,428
Total	\$3,079,548	\$147,800	\$1,377,812	\$508,166	\$5,113,326

RETURN ON INVESTMENT				
Year	NMF Core Operating Support	Total Revenue	Net Gain	ROI*
2008	\$360,000	\$2,141,022	\$1,781,022	494.73%
2009	\$384,737	\$1,717,609	\$1,332,872	346.44%
2010	\$414,500	\$2,105,527	\$1,691,027	407.97%
2011	\$611,822	\$1,593,926	\$982,104	160.52%
2012	\$676,602	\$2,295,566	\$1,618,964	239.28%
2013	\$631,887	\$2,753,729	\$2,121,842	335.79%
Total	\$3,079,548	\$12,607,379	\$7,405,989	240.49%

* ROI = (Gains - Cost)/Cost

**Natividad Medical Foundation
2013 Justification**

Line No.	Budget Item	Source of Funds										NMF 2013 BUDGET (Operating Only)	2012 MOU	2011 MOU	2010 MOU
		2013 MOU	Unrestr. Phil.	Restr. Phil.	Federal Grants	State Fiscal Mgt. Fees	Interest	2012 MOU	2011 MOU	2010 MOU					
1	Salaries/Benefits	631,887	-	-	-	-	-	-	-	-	-	631,887	631,887	631,887	631,887
2	NMF Salaries	503,482	-	-	-	-	-	-	-	-	-	503,482	503,482	503,482	503,482
3	NMF Benefits	128,405	-	-	-	-	-	-	-	-	-	128,405	128,405	128,405	128,405
4	NMC Touro Medical Interns	20,000	-	-	-	-	-	-	-	-	-	20,000	20,000	20,000	20,000
5	Ryan White Peer Supporter	10,500	-	-	-	-	-	-	-	-	-	10,500	10,500	10,500	10,500
6	NMC Physician - Medical Director of Health Promotion & Education	88,071	-	-	-	-	-	-	-	-	-	88,071	88,071	88,071	88,071
7	Capital Campaign Feasibility Study	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	Capital Campaign Campaign Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Joint NMC/NMF Community Relations	7,700	-	-	-	-	-	-	-	-	-	7,700	7,700	7,700	7,700
10	NMC Federal Grants (SAMHSA) Year 4 Carryover (Oct. 2012 to March 2013)	40,000	-	-	-	-	-	-	-	-	-	40,000	40,000	40,000	40,000
11	NMC Federal Grants (SAMHSA) Year 5 (Oct. 2012 to March 2013)	167,270	-	-	-	-	-	-	-	-	-	167,270	167,270	167,270	167,270
12	Federal Grant Mgt. Fees (SAMHSA) Year 5 (Oct. 2012 to March 2013)	9,000	-	-	-	-	-	-	-	-	-	9,000	9,000	9,000	9,000
13	Other Operating Expenses	-	260,000	-	-	-	-	-	-	-	-	-	-	-	-
14	Restricted Philanthropy	-	-	1,820,000	-	-	-	-	-	-	-	-	-	-	-
15	State Grants	-	-	-	117,471	-	-	-	-	-	-	-	-	-	-
16	Other Government Grants & Contracts*	-	-	-	530,500	-	-	-	-	-	-	-	-	-	-
17	Subtotal	974,428	260,000	1,820,000	647,971	10,758	6,000	9,000	276,758	917,645	917,645	917,645	917,645	917,645	917,645

NMF Expense Budget = 917,645 (excludes NMC expenses for medical interns, peer support for NMC, joint NMC/NMF community relations, Medical Director for Health Promotion and Education, and gov't grants)
 Total Funds Raised & Secured = 2,753,729
 Cost Per Dollar Raised & Secured = \$0.333
MOU less NMF Expense 342,541

*Government grants secured by NMF and paid directly to and accounted for by NMC.

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	December 6, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Renewal Amendment #5 to the Agreement with the Natividad Medical Foundation (NMF) for philanthropic services, defined as “capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations” in support of NMC’s strategic vision which includes \$6 million to be raised through philanthropy to support capital needs at NMC; adding \$1,014,428 (a decrease of \$117,042 from the previous year) for the period January 1, 2012 to December 31, 2012, for a total contract amount not to exceed \$4,138,398 in the aggregate.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Renewal Amendment #5 to the Agreement with the Natividad Medical Foundation (NMF) for philanthropic services, defined as “capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations” in support of NMC’s strategic vision which includes \$6 million to be raised through philanthropy to support capital needs at NMC; adding \$1,014,428 (a decrease of \$117,042 from the previous year) for the period January 1, 2012 to December 31, 2012, for a total contract amount not to exceed \$4,138,398 in the aggregate.

SUMMARY:

Critical to the Foundation’s continued success with raising and securing philanthropic funds for Natividad Medical Center in support of its strategic vision is core operating support for NMF to allow NMF to retain highly skilled development professionals to increase capacity for a capital campaign; engage in community outreach; engage in prospect research; solicit local and national individuals, foundations and corporations; secure federal grants; provide planned giving programs; coordinate special events; and engage in NMC/NMF joint community relations

Additionally, the Foundation will provide oversight expertise related to secured federal grants to ensure compliance with federal administrative and fiscal regulations, ensure successful project outcomes and engage existing hospital staff in federal grants management trainings.

DISCUSSION:

A total of \$676,602 is needed for Foundation core operating support for salaries and benefits. In addition, a total of \$202,081 is included, representing direct personnel and indirect grant expenses related to NMC’s Substance Abuse and Mental Health Services Agency (SAMHSA) Screening, Brief Intervention and Referral to Treatment (SBIRT) grant award for NMF to provide administrative and fiscal oversight expertise to ensure compliance with federal grant regulations; \$50,000 for joint NMF/NMC community relations; and \$85,745 for community-wide health promotion.

Philanthropic contributions to NMF increased by more than 430% from 2007 to 2010 with total 2010 philanthropic donations of \$1,366,000. To date in 2011, NMF has raised \$71,400 from the Pebble Beach Concours d'Elegance Opportunity Drawing; received \$201,000 in donations from The Agricultural Leadership Council (TALC) for medical equipment; secured a \$125,000 grant from the California Health Care Foundation to expand palliative care services from the NICU and Pediatric Unit to adult-serving units; California's first "First Food Initiative" grant in the amount of \$50,000 from the W.K. Kellogg Foundation to support breastfeeding and NMC's journey toward Baby Friendly designation by the World Health Organization; a \$34,000 ACTION grant from the University of California, San Francisco to improve NMC's ability to identify Limited English Proficient patients and provide qualified medical interpreter services; a \$17,500 grant from the Hospice Foundation to create the hospital's first palliative care suite to keep families together at the end of life; a \$40,000 grant from the Harden Foundation to purchase two (2) technologically advanced incubators for babies delivered by Cesarean section; unveiled NATIVIDAD ART: A Journey of Healing representing more than \$100,000 in 2011 art donations; provided free mammograms for 145 low income women with breast symptoms; approved down payment assistance for 27 women to have life-altering corrective surgery through The Onyx Fund for Women; and attracted significant media coverage including a feature story in Coastal Grower magazine and the covers of Go! and SkyWest magazines.

The 2012 philanthropy goal is \$2,051,038; the interest and other earned income goal is \$33,056; and the 2012 government grants/contracts goal is \$588,812 for a total projected revenue goal of \$2,672,906.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. The 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 is \$1,014,428 and is included in the Fiscal Year 2011/2012 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by:

Carol Adams 755-4175

Assistant Administrator

October 24, 2011

Attachments: 2008-2012 Summary, Amendments 5, 4, 3, 2, 1, Agreement, Board Order

Attachments are on file with the Clerk of the Board

Harry Weis

Chief Executive Officer

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No.: A-11102

Authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement with the Natividad Medical Foundation (NMF) for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations" in support of NMC's strategic vision which includes \$6 million to be raised through philanthropy to support capital needs at NMC; adding \$1,014,428 (a decrease of \$117,042 from the previous year) for the period January 1, 2012 to December 31, 2012, for a total contract amount not to exceed \$4,138,398 in the aggregate.....

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement with the Natividad Medical Foundation (NMF) for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations" in support of NMC's strategic vision which includes \$6 million to be raised through philanthropy to support capital needs at NMC; adding \$1,014,428 (a decrease of \$117,042 from the previous year) for the period January 1, 2012 to December 31, 2012, for a total contract amount not to exceed \$4,138,398 in the aggregate.

PASSED AND ADOPTED on this 6th day of December, 2011, by the following vote, to-wit:

- AYES: Supervisors Armenta, Calcagno, Salinas, and Parker
NOES: None
ABSENT: Supervisor Potter

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 75 for the meeting on December 6, 2011.

Dated: December 13, 2011

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

By [Signature] Deputy

**RENEWAL AMENDMENT NO. 5
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Natividad Medical Foundation AND
THE NATIVIDAD MEDICAL CENTER
FOR
Philanthropic SERVICES**

The parties to Professional Service Agreement, dated January 15, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Foundation (Contractor), hereby agree to renew their Agreement No. (A-11102) on the following amended terms and conditions:

1. Contractor will provide services as described on Attachment A attached to this Renewal Amendment #5.
2. This Renewal Amendment shall become effective on January 1, 2012 and shall continue in full force and extending the term date until December 31, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-11102) shall not exceed the total sum of \$4,138,398 for the full term of the Agreement and \$1,014,428 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11102).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 Linda L. Ford Dated 10/24/11
 Printed Name LINDA L. FORD Title Pres & CEO, NMF
 Signature 2 _____ 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 M L Lavo Dated 1-11-12
 Purchasing Manager
 Signature [Signature] Dated 10/26/11
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
 Stacy Sactia, Deputy
 Attorneys for County and NMC

Reviewed as to fiscal provisions
~~Auditor/Controller
 County of Monterey~~
 Dated: 11/4, 2011

Attachment A
Scope of Service, Payment and Additional Provisions

The Natividad Medical Foundation (NMF) will provide philanthropic services, defined as “capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications for Natividad Medical Center (NMC); administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint community relations” in support of NMC’s strategic vision which includes \$6 million to be raised through philanthropy to support capital needs”.

NMC shall provide sufficient office space and may, at its sole discretion, provide computers, telephones, office furniture, office supplies and equipment, and postage necessary for NMF to perform the duties and responsibilities described in this Attachment A.

NMC shall provide professional liability and general liability insurance for Natividad Medical Foundation (NMF) through Program BETA, at no cost to NMF. NMF shall be responsible for obtaining and paying for workers compensation insurance as set forth in the Agreement. NMF likewise shall be responsible for enforcing its “Use of Personal Auto In the Course of Employment” policy as set forth at page 18 of its Employee Handbook, and ensuring that all of its employees continuously maintain the minimum liability, collision, and bodily injury insurance coverage set forth in NMF’s “Use of Personal Auto In the Course of Employment” policy.

NMC shall provide such non-monetary support services as needed to assist NMF in its fundraising, grant application and administration, and community outreach activities described in this Attachment A, except that nothing in this agreement shall require NMC to provide NMF with compensated or volunteer personnel, or vehicles or other capital equipment.

2008 - 2012 Summary:

MOU Expense, Foundation Revenue and Return on Investment

MOU EXPENSE BREAKDOWN					
Year	NMF Core Operating Support	Grants Mgt.	Gov't Grants	NMC Requested Services	Total MOU
2008	\$360,000	\$50,000	\$0	\$0	\$410,000
2009	\$384,737	\$53,585	\$419,678	\$0	\$858,000
2010	\$414,500	\$0	\$310,500	\$0	\$725,000
2011	\$611,822	\$20,259	\$253,239	\$246,150	\$1,131,470
2012	\$676,602	\$14,956	\$187,125	\$135,745	\$1,014,428
Total	\$2,447,661	\$138,800	\$1,170,542	\$381,895	\$4,138,898

FOUNDATION REVENUE BREAKDOWN				
Year	Philanthropy	Gov't Grants Revenue	Earned Revenue	Total Revenue
2008	\$824,235	1,243,862	\$72,925	\$2,141,022
2009	\$933,698	\$718,451	\$65,460	\$1,717,609
2010	\$1,366,000	\$669,988	\$69,539	\$2,105,527
2011*	\$1,300,000	\$334,694	\$38,965	\$1,673,659
2012	\$2,051,038	\$588,812	\$33,056	\$2,672,906
Total	\$6,474,971	\$3,555,807	\$279,945	\$10,310,723

*Revenue is estimated for 2011 year-end.

RETURN ON INVESTMENT			
Year	NMF Core Operating Support	Total Revenue	ROI*
2008	\$360,000	\$2,141,022	494.73%
2009	\$384,737	\$1,717,609	346.44%
2010	\$414,500	\$2,105,527	407.97%
2011	\$611,822	\$1,673,659	173.55%
2012	\$676,602	\$2,672,906	295.05%
Total	\$2,447,661	\$10,310,723	321.25%

* ROI = (Gains - Cost)/Cost

**2008 - 2012 Summary:
MOU Expense, Foundation Revenue and Return on Investment**

MOU EXPENSE BREAKDOWN					
Year	NMF Core Operating Support	Grants Mgt.	Gov't Grants	NMC Requested Services	Total MOU
2008	\$360,000	\$50,000	\$0	\$0	\$410,000
2009	\$384,737	\$53,585	\$419,678	\$0	\$858,000
2010	\$414,500	\$0	\$310,500	\$0	\$725,000
2011	\$611,822	\$20,259	\$253,239	\$246,150	\$1,131,470
2012	\$676,602	\$14,956	\$187,125	\$135,745	\$1,014,428
Total	\$2,447,661	\$138,800	\$1,170,542	\$381,895	\$4,138,898

FOUNDATION REVENUE BREAKDOWN					
Year	Philanthropy	Gov't Grants Revenue	Earned Revenue	Total Revenue	
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2012	\$2,051,038	\$588,812	\$33,056	\$2,672,906	
Total	\$6,474,971	\$3,555,807	\$279,945	\$10,310,723	

*Revenue is estimated for 2011 year-end.

RETURN ON INVESTMENT			
Year	NMF Core Operating Support	Total Revenue	ROI*
2008	\$360,000	\$2,141,022	494.73%
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2011	\$611,822	\$1,673,659	173.55%
2012	\$676,602	\$2,672,906	295.05%
Total	\$2,447,661	\$10,310,723	321.25%

* ROI = (Gains - Cost)/Cost

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	December 14, 2010	AGENDA NO.:
SUBJECT:	a. Approve and authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement between NMC and the Natividad Medical Foundation (NMF) for \$1,131,470 for the period January 1, 2011 to December 31, 2011 (an increase of \$406,678 from the previous year) in an aggregate amount not to exceed \$3,123,970 for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint public relations" in support of NMC's strategic vision which includes \$6 million raised through philanthropy to support capital needs"; and b. Modify County insurance endorsement requirements.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement between NMC and the Natividad Medical Foundation (NMF) for \$1,131,470 for the period January 1, 2011 to December 31, 2011 (an increase of \$406,678 from the previous year) in an aggregate amount not to exceed \$3,123,970 for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint public relations" in support of NMC's strategic vision which includes \$6 million raised through philanthropy to support capital needs"; and
- b. Modify County insurance endorsement requirements.

SUMMARY:

Critical to the Foundation's continued success with raising and securing philanthropic funds for Natividad Medical Center in support of its strategic vision is core operating support to allow NMF to recruit two additional highly skilled development professionals to increase capacity for a capital campaign; engage in community outreach; engage in prospect research; solicit local and national individuals, foundations and corporations; secure federal grants; provide direct mail and planned giving programs; coordinate special events; and engage in NMC/NMF joint public relations

Additionally, the Foundation will provide oversight expertise related to secured federal grants to ensure compliance with federal administrative and fiscal regulations, ensure successful project outcomes and engage existing hospital staff in federal grants management trainings.

DISCUSSION:

A total of \$611,822 is needed for Foundation operating support. In addition, a total of \$521,856 is included, representing direct personnel and indirect grant expenses related to NMC's

Substance Abuse and Mental Health Services Agency (SAMHSA) Screening, Brief Intervention and Referral to Treatment (SBIRT) grant award (\$273,498) for NMF to provide administrative and fiscal oversight expertise to ensure compliance with federal grant regulations and joint NMF/NMC public relations; capital campaign counsel and feasibility study; and health promotion.

Philanthropic contributions to NMF have increased by more than 400% since 2007. In 2010, 22 of the largest agriculture businesses, including D'Arrigo Bros. Co. of CA, Taylor Farms and Dole, came together to philanthropically support Natividad by establishing The Agricultural Leadership Council (TALC). Combined with one of the largest individual donations in NMF's history from Andrew & Phyllis D'Arrigo – NMF's 2010 Hero Award recipients – the TALC and D'Arrigos donated more than \$260,000 for medical equipment. To date in 2010, NMF has secured \$50,000 grants from the David & Lucille Packard Foundation, Community Foundation for Monterey County and The Wal-Mart Foundation; launched The Onyx Fund for Women which has raised more than \$92,000; launched NATIVIDAD ART: A Journey of Healing; provided \$58,000 in patient transportation assistance and began direct mail, planned giving and social networking programs.

The 2011 philanthropy goal is \$2,122,000, and the 2011 government grants/contracts goal is \$624,926 for total projected revenue of \$2,746,926.


OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's Office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost of this Agreement is \$1,131,470 and is included in the Fiscal Year 2010/2011 approved NMC budget. This action will not have any impact on the County General Fund.

Report Prepared by: Carol Adams
755-4175
Date: November 16, 2010



Harry Weis
Hospital Chief Executive Officer

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No.: A-11102

- a. Approve and authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement between NMC and the Natividad Medical Foundation (NMF) for \$1,131,470 for the period January 1, 2011 to December 31, 2011 (an increase of \$406,678 from the previous year) in an aggregate amount not to exceed \$3,101,470 for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint public relations" in support of NMC's strategic vision which includes "\$6 million raised through philanthropy to support capital needs"; and
- b. Modify County insurance endorsement requirements.....

Upon motion of Supervisor Armenta, seconded by Supervisor Potter, and carried by those members present, effective January 1, 2010 the Board hereby;

- a. Approved and authorized the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement between NMC and the Natividad Medical Foundation (NMF) for \$1,131,470 for the period January 1, 2011 to December 31, 2011 (an increase of \$406,678 from the previous year) in an aggregate amount not to exceed \$3,101,470 for philanthropic services, defined as "capital campaign development fundraising; community outreach in connection with fundraising; preparing and submitting foundation grant applications; administering current/future foundation grants; providing administrative and fiscal oversight expertise of secured federal grant awards and support and coordinate NMC/NMF joint public relations" in support of NMC's strategic vision which includes \$6 million raised through philanthropy to support capital needs"; and
- b. Modified County insurance endorsement requirements.

PASSED AND ADOPTED this 11th day of January 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter
 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 75 for the meeting on January 11, 2011.

Dated: January 18, 2011

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

By Donise Hancock
Deputy

**RENEWAL AMENDMENT NO. 4
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Natividad Medical Foundation AND
THE NATIVIDAD MEDICAL CENTER
FOR
Philanthropic SERVICES**

The parties to Professional Service Agreement, dated January 15, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Foundation (Contractor), hereby agree to renew their Agreement No. (A-11102) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11102).
2. This Renewal Amendment shall become effective on January 1, 2011 and shall continue in full force and extending the term date until December 31, 2011.
3. The total amount payable by County to Contractor under Agreement No. (A-11102) shall not exceed the total sum of \$3,123,970 for the full term of the Agreement and \$1,131,470 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11102).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature *Linda L. Ford* Dated November 17, 2010
 Printed Name LINDA L. FORD Title President & CEO NMF

NATIVIDAD MEDICAL CENTER

Signature *Jim Cato* Dated 1-25-11
 Purchasing Manager
 Signature *[Signature]* Dated 11/17/10
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By *Stacy Saetta*
 Stacy Saetta, Deputy
 Attorneys for County and NMC

Dated: 12/5, 2010

Reviewed as to fiscal provisions

Michael J. Mills
 Auditor-Controller
 County of Monterey

**RENEWAL AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Natividad Medical Foundation AND
THE NATIVIDAD MEDICAL CENTER
FOR
Philanthropic SERVICES**

The parties to Professional Service Agreement, dated January 15, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Foundation (Contractor), hereby agree to renew their Agreement No. (A-11102) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11102).
2. This Renewal Amendment shall become effective on January 1, 2010 and shall continue in full force and extending the term date until December 31, 2010.
3. The total amount payable by County to Contractor under Agreement No. (A-11102) shall not exceed the total sum of \$1,992,500 for the full term of the Agreement and \$747,500 for calendar year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11102).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Linda L Ford Dated 11/19/09
 Printed Name Linda L. Ford Title President ; CEO

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated DEC 04 2009
 Purchasing Manager
 Signature [Signature] Dated 11/20/09
 NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions
[Signature]
 Auditor-Controller
 County of Monterey
 12-1-09

Dated: 1/30, 2009

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Natividad Medical Foundation AND
THE NATIVIDAD MEDICAL CENTER
FOR
Philanthropic SERVICES**

The parties to Professional Service Agreement, dated January 15, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Foundation (Contractor), hereby agree to renew their Agreement No. (A-11102) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11102).
2. This Renewal Amendment shall become effective on June 1, 2009 and shall continue in full force and extending the term date until December 31, 2009.
3. The total amount payable by County to Contractor under Agreement No. (A-11102) shall not exceed the total sum of \$1,245,000 for the full term of the Agreement and \$835,000 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11102).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 

Dated 5/14/09

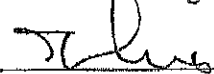
Printed Name Linda L. Ford

Title President : CEO

NATIVIDAD MEDICAL CENTER

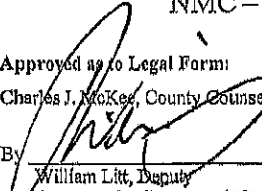
Signature _____
Purchasing Manager

Dated _____


Signature 
NMC - CEO

Dated 5/21/09

Approved as to Legal Form:
Charles J. McKee, County Counsel

By 
William Litt, Deputy
Attorneys for County and NMC

Dated: 6/1, 2009

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 6-1-09

(Original Agreement No. (A-11102))

**RENEWEL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN NATIVIDAD MEDICAL FOUNDATION AND
NATIVIDAD MEDICAL CENTER
FOR
PROFESSIONAL SERVICES**

The parties to Professional Service Agreement, dated January 15, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Foundation (Contractor), hereby agree to renew their Agreement No. (A-11102) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11102).
2. This Renewal Amendment shall become effective on January 1, 2009 and shall continue in full force and extending the term date until December 31, 2009.
3. The total amount payable by County to Contractor under Agreement No. (A-11102) shall not exceed the total sum of \$835,000.00 for the full term of the Agreement.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11102).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

CONTRACTOR

Signature [Signature] Dated 1-4-09
Printed Name LINDA FELD Title EX DIRECTOR

NATIVIDAD MEDICAL CENTER

Signature [Signature] Date 1-27-09
Director, Hospital Purchasing

Signature [Signature] Date 1/5/09
William T. Foley
Natividad Medical Center - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By [Signature] Dated: 1/5, 2009
William Litt, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey 1-5-09

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A - 11102; Budget No 08/09 - 096

- a. Approve and authorize the Purchasing Manager of Natividad Medical Center to execute an Amendment No. 1 to the Agreement between Natividad Medical Center and the Natividad Medical Foundation for Professional Services in an amount not to exceed \$835,000, an increase of \$425,000, for the period January 1, 2009 to December 31, 2009 to provide philanthropic services, defined as "fundraising, community outreach in connection with fundraising, preparing and submitting foundation grant applications, administering current/future foundation grants, and providing administrative and fiscal oversight expertise of secured federal grant awards" in support of NMC's Strategic Plan: Vision 2010; and)
- b. Direct the Auditor-Controller to amend Fiscal Year 2008-2009 Natividad Medical Center Budget Unit 960 to reflect the changes in appropriations as outlined in the Board Order. (4/5th vote required))

Upon motion of Supervisor Parker, seconded by Supervisor Potter, and carried by those members present, the Board hereby:

- a. Approved and authorized the Purchasing Manager of Natividad Medical Center to execute an Amendment No. 1 to the Agreement between Natividad Medical Center and the Natividad Medical Foundation for Professional Services in an amount not to exceed \$835,000, an increase of \$425,000, for the period January 1, 2009 to December 31, 2009 to provide philanthropic services, defined as "fundraising, community outreach in connection with fundraising, preparing and submitting foundation grant applications, administering current/future foundation grants, and providing administrative and fiscal oversight expertise of secured federal grant awards" in support of NMC's Strategic Plan: Vision 2010; and
- b. Directed the Auditor-Controller to amend Fiscal Year 2008-2009 Natividad Medical Center Budget Unit 960 to reflect the changes in appropriations as outlined in the Board Order. (4/5th vote required)

Appropriations			
Account	Description	Amount	Action
6469	Other Professional Services	\$212,500	Increase

PASSED AND ADOPTED this 13th day of January, 2009, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Gall 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 74 for the meeting on January 13, 2009.

Dated: January 15, 2009

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

By *Rafael L. Espinoza*
Deputy

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No: A-11102

- a. Approve and authorize the Purchasing Manager to execute an Agreement for Professional Services in an amount not to exceed \$410,000 for the period January 1, 2008 to December 31, 2008 between Natividad Medical Center (NMC) and the Natividad Medical Foundation to provide philanthropic services, defined as "fundraising, community outreach in connection with fundraising, preparing and submitting grant applications and administering current and future grants" in support of NMC's strategic vision; and
- b. Modify County insurance endorsement requirements.

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, effective January 15, 2008 the Board hereby;

- a. Approves and authorizes the Purchasing Manager to execute an Agreement for Professional Services in an amount not to exceed \$410,000 for the period January 1, 2008 to December 31, 2008 between Natividad Medical Center (NMC) and the Natividad Medical Foundation to provide philanthropic services, defined as "fundraising, community outreach in connection with fundraising, preparing and submitting grant applications and administering current and future grants" in support of NMC's strategic vision; and
- b. Modifies County insurance endorsement requirements.

PASSED AND ADOPTED this 15th day of January 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas and Potter

NOES: None

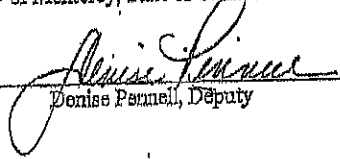
ABSENT: Supervisor Caloagno

I, Lew C. Bauman, 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 74 for the meeting on January 15, 2008.

Dated: January 31, 2008

Lew C. Bauman, Clerk of the Board of Supervisors,
County of Monterey, State of California

By


Denise Parnell, Deputy

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between Natividad Medical Center ("NMC"), an acute care teaching hospital wholly owned and operated by the County of Monterey ("County"), a political subdivision of the State of California, and the Natividad Medical Foundation ("NMF"), a nonprofit 501(c)(3) corporation.

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

1. **SERVICES TO BE PROVIDED.** NMC hereby engages NMF to perform, and NMF hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Fundraising, community outreach in connection with fundraising, preparing and submitting grant applications, and administering current and future grants made to NMC.
2. **PAYMENTS BY NMC.** NMC shall pay NMF in accordance with the payment provisions set forth in Exhibit B, subject to the limitations set forth in this Agreement. The total amount payable by NMC to NMF under this Agreement shall not exceed the sum of \$410,000.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from January 1, 2008 to December 31, 2008, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by authorized representatives of NMC, NMF, and County, with County signing last, and NMF may not commence work before County signs this Agreement; the parties acknowledge that NMF currently is performing similar work on a small scale, with minimal or no compensation paid by NMC, and may continue to do so - without expanding its staffing or activities - until all parties have signed this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
 - Exhibit A Scope of Services
 - Exhibit B Compensation and Additional Provisions

5. PERFORMANCE STANDARDS.

5.01. NMF warrants that NMF and NMF's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed, if applicable, 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.

5.02. NMF, 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, if applicable, shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.03. NMF 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 Exhibit B of this Agreement. NMF shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement except as otherwise specified in Exhibit B of this Agreement.

6. PAYMENT CONDITIONS.

6.01. NMF shall submit to the NMC CEO or his/her designee an invoice on a form acceptable to County and NMC. If not otherwise specified, NMF may submit such invoices 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 NMF for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as NMC may require. The Contract 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.

6.02. NMF and its employees and volunteers shall not receive reimbursement for travel expenses except as otherwise specified in Exhibit B of this Agreement and consistent with the Monterey County Travel Policy.

7. TERMINATION.

7.01. During the term of this Agreement, NMC or NMF may terminate the Agreement for any reason by giving written notice of termination to the other party at least 120 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.

7.02. Either party may cancel and terminate this Agreement for good cause by giving the other party at least 30 days written notice, describing in sufficient detail any alleged "good cause" so as to allow the other party an adequate opportunity to cure any alleged good cause for termination, followed by a minimum of 30 days to attempt to effect a cure of the alleged cause for termination before the Agreement may be terminated. "Good cause" includes the failure of either party to perform the required services at the time and in the manner provided under this Agreement, and any other material breach of the terms of this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to NMF for work performed after the effective termination date, and NMC may proceed with the work in any manner that it deems proper, consistent with California and federal law and the Monterey County Code. The cost to NMC of performing this work shall be deducted from any sum due NMF under this Agreement.

8. INDEMNIFICATION.

8.01. NMF shall indemnify, defend, and hold harmless NMC, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with NMF's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct

of NMC. "NMF's performance" includes NMF's action or inaction and the action or inaction of NMF's officers, employees, agents, volunteers, and subcontractors.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, NMF shall provide a "Certificate of Insurance" certifying that any coverage not provided by NMC pursuant to Exhibit B, as required herein, has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition NMF upon request shall provide a certified copy of the policy or policies.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting NMF's duty to indemnify, NMF 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, Broadform 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 \$1,000,000 per occurrence.

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

Workers' Compensation Insurance, if NMF employs others 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, NMF 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).

9.04 Other Insurance Requirements.

All insurance required by this Agreement, with the exception of insurance provided by NMC pursuant to Exhibit B, 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 NMF completes its performance of services under this Agreement.

With the exception of insurance provided by NMC pursuant to Exhibit B, 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 insureds 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.

With the exception of insurance provided by NMC pursuant to Exhibit B, 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 NMF'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 NMC and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by NMF'S insurance. The required endorsement form 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 form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, NMF shall file certificates of insurance with NMC's CEO or his/her designee and County's Contracts/Purchasing Division, showing that NMF has in effect the insurance required by this Agreement. NMF 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.

NMF shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and, with the exception of insurance provided by NMC pursuant to Exhibit B, shall send, without demand by County, annual certificates to NMC's CEO or his/her designee and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify NMF and NMF shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by NMF to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. NMF and its officers, employees, agents, volunteers, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. NMF 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 NMF to disclose such records or information. NMF shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. NMF shall not use any confidential information gained by NMF in the performance of this Agreement except for the sole purpose of carrying out NMF's obligations under this Agreement.
- 10.02 County/NMC Records. When this Agreement expires or terminates, NMF shall return to County and/or NMC any County/NMC records which NMF used or received from County, NMC, or any other source to perform services under this Agreement.
- 10.03 Maintenance of Records. NMF 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. NMF 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 NMF shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. NMC and the County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of NMF 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 County or as part of any audit of NMC or County, 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.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others 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. NMF shall not publish any such material without the prior written approval of County and NMC.

11. NON-DISCRIMINATION. During the performance of this Agreement, NMF, 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, or sexual orientation, either in NMF's employment practices or in the furnishing of services to recipients. NMF shall ensure that the evaluation and treatment of its employees, applicants for employment, volunteers, and all persons receiving and requesting services are free of such discrimination. NMF and any subcontractor shall, in the performance of this Agreement, fully 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.

12. **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, NMF will comply with all the provisions of said contract, to the extent applicable to NMF as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to NMF, at no cost to NMF.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, employees, officers, agents, and volunteers of NMF are at all times acting and performing as independent contractors and not as employees of NMC. No offer or obligation of permanent employment with NMC or any other County department or agency is intended in any manner, and employees, officers, agents, and volunteers of NMF shall not become entitled by virtue of this Agreement to receive from County or NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. NMF shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of NMF's performance of this Agreement. In connection therewith, NMF shall defend, indemnify, and hold County and NMC harmless from any and all liability, which County or NMC may incur, because of NMF's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to NMC and NMF'S contract administrators at the addresses listed below:

FOR NMC:	FOR NMF:
_____ Name and Title	<u>LINDA FORD</u> Name and Title
_____ Address	<u>1441 CONSTITUTION BLVD</u> Address
_____ Phone	<u>831-755-4187</u> Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. NMF 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.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of NMC and NMF.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by authorized representatives of NMC and NMF. 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.

- 15.04 Contractor. The term "NMF" as used in this Agreement includes NMF's officers, agents, employees, and volunteers acting on NMF's behalf in the performance of this Agreement.
- 15.05 Disputes. NMF and NMC shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. NMF 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, NMF shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and NMF 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.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and NMC expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. NMC and NMF 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.
- 15.14 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.
- 15.15 Authority. Any individual executing this Agreement on behalf of NMC or NMF represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including Exhibits A and B, represent the entire Agreement between NMC and NMF 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 NMF as of the effective date of this Agreement, which is the date that the authorized representative of the County signs the Agreement.

15.17 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.

IN WITNESS WHEREOF, County and NMF have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
and Natividad Medical Center

By: [Signature]
Purchasing Manager

Date: 2-26-08

By: [Signature]
Chief Executive Officer, NMC

Date: DEC 17 2007

By: _____
Chair, Board of Supervisors

Date: _____

Approved as to Form

By: W. Allen Bidwell
Deputy County Counsel

Date: 12-20-2007

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

Natividad Medical Foundation

Natividad Medical Foundation
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

LINDA FORD, EXECUTIVE DIRECTOR
Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If NMF 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 NMF 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 NMF is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Exhibit A
Scope of Services

As consideration for the monetary and non-monetary benefits set forth in Exhibit B, NMF shall be responsible for fundraising, development activities, community outreach activities, including but not limited to conducting special events, tours, and community presentations, maintaining and keeping current the NMF website, identifying and initiating contact with potential donors, writing grant applications, administering grants not otherwise administered by NMC personnel, and monitoring and reporting on the use of existing funding as a tool to increase funding. All funds generated by NMF as a result of the activities financed by NMC will be used solely for the benefit of NMC, to the extent that such limitation will not adversely impact NMF's status as a 501(c)(3) nonprofit corporation, and to the extent such limitation is consistent with NMF's charter and bylaws.

It is anticipated by both parties that payment of the compensation set forth in Exhibit B shall be used to offset or subsidize the operating expenses of NMF in raising funds and acquiring grants for NMC. Said funds from NMC shall be used to pay, in whole or in part, for the salaries and benefits necessary to compensate employees occupying the following positions: Executive Director, Director of Development, Director of Operations, Grant Writer/Researcher, Special Events Coordinator, and Executive Assistant.

Exhibit B
Compensation and Additional Provisions

Natividad Medical Center ("NMC") shall pay Natividad Medical Foundation ("NMF") an amount not to exceed \$360,000.00 for calendar year 2008. Future compensation shall be negotiated annually, or more frequently if agreed upon by both parties.

In addition, NMC shall pay NMF a fee not to exceed \$50,000.00 for calendar year 2008 to act as fiscal agent for federal and state grants including but not limited to grants to NMC's NIDO Clinic, such as "Ryan White" funding. Should the fiscal agent responsibilities of NMF increase without a commensurate increase in fiscal agent fees received directly from grantors, the parties reserve the right to renegotiate the amount paid by NMC to NMF to act as fiscal agent for government grants.

NMC shall provide sufficient office space and may, at its sole discretion, provide computers, telephones, office furniture, office supplies and equipment, and postage necessary for NMF to perform the duties and responsibilities described in Exhibit A.

NMC shall provide professional liability and general liability insurance for NMF through Program BETA, at no cost to NMF. NMF shall be responsible for obtaining and paying for workers compensation insurance as set forth in the Agreement. NMF likewise shall be responsible for enforcing its "Use of Personal Auto In the Course of Employment" policy as set forth at page 15 of its Employee Handbook, and ensuring that all of its employees continuously maintain the minimum liability, collision, and bodily injury insurance coverage set forth in NMF's "Use of Personal Auto In the Course of Employment" policy.

NMC shall provide such non-monetary support services as needed to assist NMF in its fundraising, grant application and administration, and community outreach activities described in Exhibit A, except that nothing in this agreement shall require NMC to provide NMF with compensated or volunteer personnel, or vehicles or other capital equipment not set forth in this Exhibit B.

**BETA Risk Management Authority
A Public Entity
CERTIFICATE OF COVERAGE**

This is to certify that Healthcare Entity Comprehensive Liability Coverage is in effect for the Named Member, subject to the provisions of the coverage contract listed below.

NAMED MEMBER: Monterey County

COVERAGE: Evidence that Healthcare Entity Comprehensive Liability coverage is extended to Natividad Medical Foundation as a Subsidiary of the Named Member.

Certificate Number: C-11-333

Effective Date: 7/1/2011 at 12:01 a.m.

Expiration Date: 7/1/2012 at 12:01 a.m.

Retroactive Date: 7/1/2004 at 12:01 a.m.

Coverage Type: Professional Liability - Claims made and reported
General Liability - Occurrence

**Healthcare Entity Comprehensive Liability Coverage
LIMITS OF LIABILITY**

\$20,000,000	Per Claim
\$20,000,000	Aggregate Per Contract Period

DEDUCTIBLE

\$5,000	Per Claim
NONE	Aggregate Per Contract Period

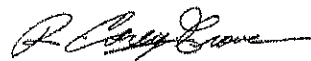
This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the coverage contract.

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

Should the above described Coverage Contract be canceled by BETA HEALTHCARE GROUP before the expiration date thereof, BETA HEALTHCARE GROUP will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETA HEALTHCARE GROUP, its agents or representatives.



Authorized Representative of BHG

CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

Name and Address of Insured NAIC 25968

LINDA FORD
27469 SCHULTE RD
CARMEL CA 93923-9535

LINDA FORD

Insurance Company	
USAA CASUALTY INSURANCE COMPANY	
Policy Number	Effective Date
00799 13 19C 7101 0	09/08/11
Expiration Date	
03/08/12	
Vehicle Make/Vehicle Identification Number	Year
FORD 1FTYR10D54PA27001	2004

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

California Evidence of Financial Responsibility

Keep this card.

IMPORTANT: The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

Additional copies available at usaa.com

POLICY SERVICE (800) 531-8111
CLAIMS (800) 531-8222

9800 Fredericksburg Road, San Antonio, Texas 78288

EVIDENCE OF INSURANCE - STATE OF CALIFORNIA



FARMERS

Named insured
GLENN GRIMES
LORI GRIMES
18865 REA AVE
AROMAS, CA 95004

Policy number: 179214774
Effective date: 04/27/2011
Expiration date: 10/27/2011
NAIC number: 21687

MID-CENTURY INSURANCE COMPANY, LOS ANGELES, CALIFORNIA, an authorized California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle(s).

Vehicle description:

2005 TOYOTA PRIUS HYBRID 4D JTDKB20U253114153

Registered Owner:

GLENN GRIMES

Agent name: Matthew E King

Phone no: (831)688-1434

25-6408 10-10

Keep this certificate in your vehicle at all times.

AG408211

READ CAREFULLY

THE CALIFORNIA FINANCIAL RESPONSIBILITY ACT, (SECTION 16020) OF THE VEHICLE CODE, REQUIRES EVERY OWNER OR OPERATOR OF A VEHICLE SUBJECT TO THE REQUIREMENTS OF THE FINANCIAL RESPONSIBILITY ACT SHALL CARRY EVIDENCE OF FINANCIAL RESPONSIBILITY IN THE VEHICLE AT ALL TIMES. UNDER VEHICLE CODE (SECTION 16025) EVERY DRIVER INVOLVED IN AN ACCIDENT MUST PROVIDE EVIDENCE OF FINANCIAL RESPONSIBILITY AT THE SCENE. FAILURE TO COMPLY IS AN INFRACTION AND SHALL BE PUNISHABLE BY A FINE OF NOT MORE THAN TWO HUNDRED FIFTY DOLLARS (\$250).

What to do in case of accident

1. **Stop and check for injuries. Call an ambulance, if anyone is injured.**
2. **Warn other drivers to prevent further damage.** Set flares. Signal with flashlight at night.
3. **Notify the police.** Many times a passing driver or bystander will do this for you.
4. **Gather the facts.** Be sure to get the names of witnesses, as well as other pertinent information, (i.e. driver's license number, insurance information and description of the other vehicle)
5. **Be careful what you say.** Don't admit responsibility. Investigation may show you were not responsible.
6. **Report to proper authorities.** Each state has its own requirements for such reports. Know the law for your state and comply.
7. **CONTACT HELPPPOINT® IMMEDIATELY! FOR 24-HOUR CLAIMS SERVICE, CALL US TOLL FREE AT 1-800-HELPPPOINT (1-800-435-7764) FOR ASSISTANCE. PARA ESPAÑOL LLAME AL 1-877-RECLAMO (1-877-732-5266).**

FARMERS INSURANCE GROUP OF COMPANIES • 4680 WILSHIRE BLVD, LOS ANGELES, CA 90010



GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

JENNIFER L SALERNO
PO BOX 414
MOSS LANDING, CA 95039-0414

Policy Number: 4068454018
Effective Date: 06-02-11
Expiration Date: 12-02-11
Registered State: CALIFORNIA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2001
Make: ACURA
Model: 3.2CLTYPES
VIN: 19UYA42781A018650

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$100,000/\$300,000	
PROPERTY DAMAGE LIABILITY	\$50,000	
MEDICAL PAYMENTS	\$10,000	
UNINSURED & UNDERINSURED MOTORISTS	\$50,000/\$100,000	
COMPREHENSIVE		\$500 DED
COLLISION		\$500 DED/WAIVER
EMERGENCY ROAD SERVICE		NON-DED
RENTAL REIMBURSEMENT	\$50/DAY-\$1500 MAX	

___ Lienholder ___ Additional Insured ___ Interested Party

Additional Information:

Issued 10/11/2011

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

CALIFORNIA CASUALTY
INDEMNITY EXCHANGE
P.O. BOX 37700
COLORADO SPRINGS CO 80949-9700
CALIFORNIA

EVIDENCE OF MOTOR VEHICLE LIABILITY INSURANCE
NAIC# 20117
INSURED:

GARRISON, BILL & JUDITH
5127 ROYAL OAK PLACE
WATSONVILLE CA 95076

EFFECTIVE DATE	EXPIRATION DATE	SYMBOL	POLICY NUMBER
10/15/10	10/15/11	101	1951832
YEAR	MAKE/MODEL	VIN	
03	VOLVO V70	YV1SW64A432327582	

CLAIMS: 1-800-800-9410 SERVICE: 1-800-800-9410
UP-1500 10/20/10

CALIFORNIA CASUALTY
INDEMNITY EXCHANGE
P.O. BOX 37700
COLORADO SPRINGS CO 80949-9700

CALIFORNIA
EVIDENCE OF MOTOR VEHICLE LIABILITY INSURANCE

NAIC# 20117
INSURED:

GARRISON, BILL & JUDITH
5127 ROYAL OAK PLACE
WATSONVILLE CA 95076

EFFECTIVE DATE	EXPIRATION DATE	SYMBOL	POLICY NUMBER
10/15/11	10/15/12	101	1951832
YEAR	MAKE/MODEL	VIN	
03	VOLVO V70	YV1SW64A432327582	

FOR CLAIMS OR CUSTOMER SERVICE: 1-800-800-9410
FOR TOWING & EMERGENCY ROADSIDE ASSISTANCE CALL
EXPRESS SERVICE 1-800-331-7350
UP-1500 10/20/10

Report a claim, schedule an appraisal,
and reserve a rental car on usaa.com, 24/7.

Accident Tow: 1-800-531-8722
Roadside Assistance: 1-800-531-8555

CALIFORNIA AUTOMOBILE INSURANCE IDENTIFICATION CARD

This identification card is evidence of liability insurance for your vehicle. The card is valid only as long as liability insurance remains in force. **KEEP A COPY OF THE ID CARD IN YOUR VEHICLE AT ALL TIMES.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

FCA1

50781-0510

CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY

Name and Address of Insured

NAIC 25941

JASON T ROBERTSON
SFC USA
2066 LEIDIG RD
MONTEREY CA 93940-7432

JASON T ROBERTSON
TAMARA J ROBERTSON

Insurance Company

UNITED SERVICES AUTOMOBILE ASSN

Policy Number	Effective Date	Expiration Date
00724 13 96U 7106 6	05/30/11	11/30/11

Vehicle Make/Vehicle Identification Number	Year
ACURA 2HNYD18716H531706	2006

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

California Evidence of Financial Responsibility
Keep this card.

IMPORTANT: The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

Additional copies available at usaa.com

POLICY SERVICE (800) 531-8111
CLAIMS (800) 531-8222

9800 Fredericksburg Road, San Antonio, Texas 78288

9/23/11 # 10580

EVIDENCE OF INSURANCE - STATE OF CALIFORNIA

Named insured

WILLIAM W MONNING
DANA T KENT
24731 CRESTVIEW CIR
CARMEL CA 93923-8211



FARMERS

Policy number: 96 143770404
Effective date: 11-10-2011
Expiration date: 05-10-2012
NAIC number: 21652

FARMERS INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA
Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle(s).

Vehicle description:

1997 VOLVO 960/S90 4D

Registered Owner:
YV1KS9600V1116471 WILLIAM W MONNING



Agent name: WAYNE TUCKER
25-6408 10-10

Phone no: (831) 424-1679
AA08271

Keep this certificate in your vehicle at all times.

CALIFORNIA EVIDENCE OF LIABILITY INSURANCE



POLICY IDENTIFICATION

Policy Number
A03 200-118803-001 2

Policy Effective Date
01/18/2011

Policy Expiration Date
01/18/2012

Name of Insured
RUBEN HILL
ROSEMARY HILL
1470 ALLENDALE BLVD
FOUNTAIN VALLEY, CA 92708-5903

VEHICLE INFORMATION

Year 2007

Make HONDA

Model PATHFINDER

Vehicle Identification Number
5HJHR182100047008

CONTACT US

24 Hours a Day
(1-800-RELIANT)
(1-800-456-8443)
Emergency 24 Hours
(1-800-888-1000)
Emergency (Outside US)
(1-800-888-1000)


Next Business Day
(800) 720-1111
Email: liberty@libertymutual.com
(811) 520-1111

Member Since: LIBERTY MUTUAL FIRE INSURANCE CO.
Agent License: 71008

Form 100 (1/08)



CERTIFICATE OF COVERAGE

<p>Named Member: Monterey County Administrative Offices 168 West Alisal St., 3rd Fl Salinas, CA 93901</p>	<p>This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.</p>								
<p>Insurer: BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507 925-838-6070</p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Certificate Number</th> <th style="width: 25%;">Effective Date</th> <th style="width: 25%;">Expiration Date</th> <th style="width: 25%;">Retroactive Date*</th> </tr> </thead> <tbody> <tr> <td>C-13-333</td> <td>7/1/2013 at 12:01 a.m.</td> <td>7/1/2014 at 12:01 a.m.</td> <td>7/1/2004 at 12:01 a.m.</td> </tr> </tbody> </table>		Certificate Number	Effective Date	Expiration Date	Retroactive Date*	C-13-333	7/1/2013 at 12:01 a.m.	7/1/2014 at 12:01 a.m.	7/1/2004 at 12:01 a.m.
Certificate Number	Effective Date	Expiration Date	Retroactive Date*						
C-13-333	7/1/2013 at 12:01 a.m.	7/1/2014 at 12:01 a.m.	7/1/2004 at 12:01 a.m.						
<p>Type of Coverage:</p> <p><input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported</p> <p><input checked="" type="checkbox"/> General Liability - Occurrence</p>									
<p>Limits of Liability:</p> <p>\$20,000,000 Per Claim \$30,000,000 Aggregate Per Contract Period</p>	<p>Deductible:</p> <p>\$5,000 Per Claim NONE Aggregate Per Contract Period</p>								
<p>Description of Coverage:</p> <p>Evidence that Healthcare Entity Comprehensive Liability coverage is extended to Natividad Medical Foundation as a Subsidiary of the Named Member.</p>									
<p>Issue Date: November 19, 2013</p>									
<p>Certificate Holder:</p> <p>FOR INFORMATION ONLY</p>	<p>Authorized Representative:</p> <div style="text-align: center;">  </div> <p>R. Corey Grove Vice President, Underwriting and Client Services</p>								

* the retroactive date applies to claims made coverage only

YEAR

2013

Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. 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

Vendor/Payee's name

Vendor/Payee's Social security number
 SOS. no. California corp. no. FEINNote:
Failure to furnish your
identification number will
make this certificate void.

Natividad Medical Foundation

7 7 - 0 1 9 4 9 8 9

Vendor/Payee's address (number and street)

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

1441 Constitution Blvd

(831) 755-4187

City

State

ZIP Code

Salinas

CA

93906

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:

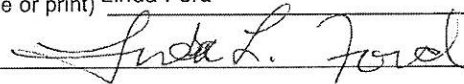
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

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) Linda Ford

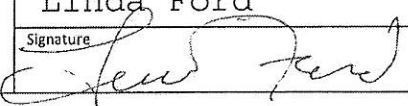
Vendor/Payee's signature ▶



Date Nov. 19, 2013

COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 3-2012)

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

1	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 rd Floor Salinas, CA 93901 Email: mcvss@co.monterey.ca.us 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.
2	VENDOR'S LEGAL NAME (as shown on your income tax return) Natividad Medical Foundation BUSINESS NAME / DBA (if different from line 1) MAILING ADDRESS P.O. BOX 4427 ADDITIONAL MAILING ADDRESS CITY, STATE, ZIP CODE Salinas, CA 93912	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 (831) 755-4187 (831) 769-8678 E-MAIL ADDRESS lford@natividadfoundation.org REMIT-TO ADDRESS REMIT-TO CITY, STATE, ZIP CODE
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input 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	7 7 - 0 1 9 4 9 8 9 For Tax ID entry instructions, please see next page NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	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 type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input checked="" 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)	
5	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 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.
6	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. Authorized Representative's Name (Type or Print) Title Linda Ford President and CEO Signature Date Phone Number  Nov. 19, 2013 (831) 755-4187	