

**AMENDMENT NO. 7  
FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Morehead Associates Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Employee Survey Services**

The parties to Professional Services Agreement ("Agreement"), dated August 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Morehead Associates Inc. (Contractor), hereby agree to amend their Agreement (No. A-12062) on the following terms and conditions:

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date and to add additional services requested by County.

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the increase in the amount payable for services rendered.

**WHEREAS**, the County and Contractor amended the Agreement previously on May 20, 2008 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on October 1, 2008 via Amendment No.3, on July 1, 2009 via Amendment No. 4, on July 1, 2010 via Amendment No. 5 and on July 1, 2011 via Amendment No. 6.

1. Exhibit A to the Agreement is replaced with Amendment-7 to Exhibit A, attached to this Amendment. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-7to Exhibit A.
2. Section 2. "PAYMENTS BY COUNTY" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$29,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-12062) shall not exceed the total sum of \$293,872 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 August 1, 2007 to June 30, 2008 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from August 1, 2007 to June 30, 2014 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. 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. (A-12062)
6. The effective date of this Amendment is July 1, 2012.

Prepared for

# Natividad Medical Center

By



**MOREHEAD**

Know. Then Decide.

*"Chosen by Leading Organizations since 1979"*

## Employee Survey Services for 2012

### General Services

---

1. **Employee Survey Services for October 2011 survey, pre-approved for 2012 based on contract agreements in July 2011**

### Base Price

---

This price includes the Base Price and additional services as described in the 2011 contract. Charges for shipping, postage, travel, room and board are additional.

**\$ 15,000**

# Employee Survey Services for January 2013 – June 2014 Budget for an Employee Survey

Number of employees invited to survey: 1150

Results provided at the overall organization, entity, division, and work unit level

## General Services

---

### 2. Project Planning and Management

Morehead's consultants are advisors to the organization's senior leaders and human resource professionals and they support you throughout the survey experience. To ensure alignment with your organization's critical outcomes, our consultants customize your survey and other research solutions. This approach helps prioritize changes at systemic and work unit levels by understanding business context, identifying key drivers of desired outcomes, providing industry context through extensive norms, and establishing relationships between multiple data sources.

Our consultants and project teams work with nationally ranked healthcare providers. Leveraging our extensive knowledge of healthcare organizational structures, practices, and cultures, we reduce your project's ramp-up time. Our consultants and project teams ensure that demands on your staff are minimized, and provide you with a process that is clear, simple, and successful.

### 3. Assistance with pre-survey communication strategies

Morehead provides assistance in designing a comprehensive communication campaign to create buy-in across the organization, engage employees in the process, and ensure a high response rate. Also included is the Morehead Survey Ambassador Program™—a proven technique to stimulate response rates.

## Survey Instrument

---

### 4. Morehead's Model of Workforce Commitment™

The Workforce Commitment Model provides an empirical framework for the Workforce Commitment Survey and includes three domains that represent the key driver items for each. The Organization Domain measures employee attitudes toward the organization. The Manager Domain measures employee attitudes toward the immediate manager and supervisors within the work unit/department. The Employee Domain measures employee attitudes toward their job and the performance of coworkers and work unit. Our surveys use valid, reliable items linked to Morehead's robust national employee healthcare norms and can be tailored to meet the unique needs of your organization.

### 5. Customized Survey for Natividad Medical Center based on the previous survey and/or additional needs

**Morehead's Power Plus Survey™**, which contains 58 core items, fully assesses performance in the organization, manager, and employee domains. Additional survey items can be added to the Power Plus Survey to address specific organizational needs. **Morehead's Power Survey™** is a streamlined version consisting of 18 core items that are the most predictive of employee commitment. Additional

survey items can be added to the Power Plus Survey to address specific organizational needs. The Workforce Commitment Survey also includes demographic questions and open-ended questions. The surveys use a five-point response scale to measure performance and an optional five-point scale to measure importance.

6. **Routing for Patient Safety Items**

7. **Coding Scheme for Reports**

The organizational and demographic coding structure is specific to your organization. Since coding is critical to the project and all reporting, your Morehead project team will ensure that your coding is correctly configured to meet your organization's needs.

## Survey Administration

---

8. **Web Survey**

Our online survey is secure, easy to navigate, and features popular options such as Change Responses or Review Responses. Additional features include routing and branching. Optional use of passwords enables linking to HRIS data, which auto-fills employees' demographic information and work unit coding. Online surveys are easily accessed using most up-to-date browsers, make no demands on your IT resources, and leave no lasting footprints, cookies, or DDLs.

9. **Paper Survey Administration- Scannable (English) up to 400**

Paper Surveys include an envelope for confidential return to a common drop location or to Morehead

10. **Two open-ended survey items**

Compilation and reporting of English responses to two open-ended survey items is included.

## Data Analysis and Reporting

---

11. **Data Analysis**

Survey responses are processed and analyzed for standard reporting for each group in the hierarchical coding scheme. Data are presented in multiple formats including mean scores for domains and survey items, difference scores (from benchmarks), response frequencies (n size), and response distribution (% unfavorable, % neutral, and % favorable).

12. **One organizational norm will be provided, the National Healthcare norm. Additional segmented norms are available as an option.**

NATIONAL HEALTHCARE AVERAGE is based on over 700,000 healthcare respondents across more than 350 organizations and is reflective of the structure of the national healthcare industry. These data track the prevailing attitudes of the current healthcare labor force in the United States. In addition, Morehead offers an extensive suite of employee normative benchmarks. Our segmented norms and benchmarks ensure a clear interpretation of results, prioritize action planning, and increase the likelihood of organizational improvement.

13. **Historical Data Comparisons**

Results data from the previous survey will be included in reports.

#### 14. **Web-based Results Exploration System (Version 2.4)**

All results are available via Morehead's Results Exploration tool and in PDF format. Results are customized for each recipient and are accessed over Morehead's secure, permission-based Web reporting system.

- All Results in Results Exploration: Within one (1) week after data analysis begins
- All standard reports (PDF) available online: Within three (3) weeks after data analysis begins
- Executive Overview and Comment Analysis: Within four (4) weeks after data analysis begins.

*Note: Data analysis begins when Morehead has received all completed surveys and the client has approved the final data set and reporting structure.*

Structured on organizational hierarchy, our Results Exploration System lets users view results based on three navigational views with different permission levels:

- Frontline Managers who manage a single work unit can view their own results in a summary report that includes metrics and other descriptive statistics. Key metrics include domain scores, Commitment Indicator, Readiness Score, and Tier. Managers can also view the details behind these key metrics. Scores can be compared to the division, entity, area, and overall organization.
- Middle managers responsible for multiple work units can view aggregated results for comparison across units, either by metrics or a single item. Individual work units can also be viewed.
- Senior leaders and HR/OD professionals can navigate from a global viewpoint down to a single work unit. They can view summative information and details behind key metrics for a work unit, division, entity, area, and overall. Searchable comments can be viewed by organizational unit.

#### 15. **Results for Senior Managers**

Morehead's mission is to be a strategic partner and trusted advisor to organization leaders in their human capital decisions. Our clients know where and how to drive systemic and work unit change; how to retain key talent, how to align employees with patient satisfaction, physician relations, and other desired outcomes; and how human capital impacts financial performance. In short, we reduce the uncertainty in managing human capital. When survey results are compiled, a Client Consultant will share the following information with the senior leadership team either in person or via a WebEx conference, based on budget preference.

- **Executive Overview** – an interpretive summary of the overall organization, including an analysis of the organization results with comparisons to normative data in MS PowerPoint format.
- **Executive Snapshot and Detailed Item Reports™** - provides a summary that eliminates time consuming analysis by delivering quick answers to senior leaders' most pressing questions. The Detailed Item Report-in both static and interactive formats-allows senior leaders to view data from various perspectives and sort by different variables.
- **Workforce Commitment Tier Report™** - informs senior leaders where problems exist in the organization, which managers are vulnerable to failure and which ones are rich sources of best practices. The report provides metrics for Balanced Scorecards and other performance systems. The report is the pivotal roadmap that focuses resources and enables meaningful conversations with managers.
- **Work Unit Comparison Reports** – enables senior managers to examine results from multiple departments in one report. Performance scores for each work unit and roll-up group are shown for all items, with flags to identify those that are meaningfully below the norm.

- **Demographic Report** – compares results for different demographically defined groups (e.g., job classification, length of service, age, etc.).
- **Action Planning Readiness Comparison Report™** - informs senior leaders as to how effectively their managers will lead the post-survey feedback and action planning process.

#### 16. **Results for Work Unit Managers**

- **Snapshot and Detailed Item Reports™**- summarizes the work unit results in three pages and provides a comparison to internal and external norms on Workforce Commitment and Power Items (drivers of workforce commitment) scores. The top areas of strength and concern are identified to direct productive action planning. The Detailed Item Report-in both static and interactive formats on the Web-provides descriptive statistics and comparative information for each survey item.
- **Action Planning Readiness Report™**- informs managers as to their “readiness” to engage the work unit members in the feedback and action planning process. Based on their employees’ perceptions, it tells them how well their leadership style fosters open discussion and participatory problem solving.

#### 17. **Comment Analysis based on two open-ended items**

Summarizes all of the open-ended comments for the organization into primary themes and provides representative verbatim comments for each theme. This report is the recommended format for sharing with work group managers because employee anonymity is assured.

#### 18. **Key Driver Analysis & Report**

Morehead will provide advanced analysis on the survey data to identify the primary drivers of workforce commitment at Natividad Medical Center.

Based on multiple regression modeling, Key Driver Analysis isolates survey items that most powerfully impact an outcome of interest. This analysis is most commonly used to determine survey items that greatly influence employee commitment. Key driver analysis is often performed using all of an organization’s respondents; however subgroups may also be analyzed to explore their differences. An Index Report is used to display the results of a key driver analysis. The index report displays the survey items that drive an outcome of interest compared with normative data for precise interpretation. These reports are available at the organizational, divisional and work unit levels as requested.

### **Post-Survey Feedback and Action Planning**

---

#### 19. **Manager’s Guide to Feedback and Action Planning**

A detailed on-line guide to interpreting results, planning feedback meetings with a team, and creating an action plan on selected issues.

##### **Web-based Action Planning**

Using this post-survey system, managers can create, revise, and update their action plans, as well as study and comment on other manager’s plans (as permitted). Senior managers, human resource professionals, and organizational development specialists can efficiently organize the action planning process and monitor progress throughout the organization.

20. **One day of on-site consulting for management presentations, training, or consulting**
21. **One WebEx presentation**

**Price for March 2013 Administration**

This price includes all services listed above. Charges for shipping, postage, travel, room and board are additional. **\$ 29,125**

**Price for October 2013 Administration (discounted 20%)**

Repeat of March 2013 Survey Process after 6 months. Updates to survey item content will incur an additional fee. Updates to mapping are included within this price. Charges for shipping, postage, travel, room and board are additional. **\$ 23,300**

**Price for March 2014 Administration**

This price includes all services listed above. Updates to survey item content and updates to mapping are included within this price.

Charges for shipping, postage, travel, room and board are additional. **\$ 29,125**

## **Employee Survey Services for January 2013 – June 2014**

### **Reasons for Leaving™ Phone Exit Survey**

#### **Survey Customization and Management**

---

1. Project Planning and Management
2. Assistance with survey communication strategies
3. **Customized** Reasons for Leaving™ Phone Exit Survey
4. Coding scheme for two demographic variables (e.g., divisions and job categories are recommended)

#### **Survey Administration**

---

5. Phone surveys conducted (Three attempts made per employee)

#### **Results Reporting**

---

6. Survey responses are summarized on a monthly basis via a Macro Reporting Tool

#### **Base Price for Reasons for Leaving**

This price includes the services listed above numbered 1 – 8.

**\$ 8,000**



## Costs for Complete Project

<b>2012 Services</b>	
• 2012 Project Fees	\$ 15,000
• 2012 Travel expenses	\$ 1,700
<b>Total Cost for 2012</b>	<b>\$ 16,700</b>
<b>January 2013-June 2014 Services</b>	
• March 2013 Survey	\$ 29,125
• October 2013 Survey	\$ 23,300
• March 2014 Survey	\$ 29,125
• Reasons for Leaving	\$ 8,000
<b>Total Cost Before Discount</b>	<b>\$ 89,550</b>
<b>5% multi-product Discount</b>	<b>\$ (4,478)</b>
• Travel expenses (Three separate trips)	\$ 5,100
<b>Total Cost After Discount</b>	<b>\$ 90,172</b>
<b>TOTAL PROJECT FEES</b>	<b>\$ 106,872</b>

**BOARD REPORT AUTHORIZATION - ROUTING FORM**

<b>Agenda Date</b>	July 12, 2011	<b>Consent</b>	Yes
<b>Contact Person</b>	Sid Cato/ Gary Gray D.O.	<b>Scheduled</b>	
<b>Phone</b>	4233	<b>Noticed</b>	
<b>Department</b>	NMC	<b>Time needed</b>	
<b>Subject</b>	It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (PO# SC990) with Morehead Associates Inc. for Employee Survey Services at NMC in an amount not to exceed \$187,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.		

Yes	No	CHECK LIST
	X	<b>4/5<sup>ths</sup> Vote Required:</b> Required to transfer appropriations from contingencies; cancel reserves; increase estimated revenues/appropriations; adopt interim (urgency) ordinances; and for other matters (seek direction from County Counsel).
X		<b>Contract:</b> CAO-Risk Management has reviewed and signed the contract.
X		<b>Contract:</b> County Counsel has reviewed and signed the contract.
X		<b>Contract:</b> Auditor-Controller has reviewed and signed the contract.
	X	<b>Budget Amendment:</b> The item includes a budget amendment.

APPROVED BY:	Yes/No	By	Date	Comments
Dept. Finance Manager	Yes	<i>R. Gray</i>	<i>7/12/11</i>	
County Counsel	Yes	<i>JK</i>	<i>7/12/11</i>	
CAO Human Resources				<i>John R.</i>
Information Technology				
Contracts/Purchasing Officer				
CAO Budget Analyst	Yes	<i>CA</i>	<i>7/25/11</i>	<i>Need to update BOS meeting date by R subsidy clause A.</i>

REQUIRED REVIEWERS	CAO Budget Analyst	County Counsel	CAO HR	ITD	Contracts Purchasing Officer
Contracts over \$100k & Contracts under \$100k with changes	X				X
Budget adjustments	X				
Personnel actions	X		X		
Grant applications	X				
Non-standard computer projects	X			X	
Planning/land use (non-budget issues)		X			
Ordinances		X			
Resolutions declaring emergencies		X			
All other reports	X				

**Questions:**

Contact Clerk of the Board 755-5066 or consult the Board Report Guidelines

Revised 12/15/2008

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>August 23, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (PO# SC990) with Morehead Associates Inc. for Employee Survey Services at NMC in an amount not to exceed \$187,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (PO# SC990) with Morehead Associates Inc. for Employee Survey Services at NMC in an amount not to exceed \$187,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

Natividad Medical Center recommends approval of this amendment in order to continue utilizing the services of Morehead Associates, Inc. to conduct Employee Satisfaction Surveys on behalf of NMC. Having a committed workforce positively impacts a wide range of business outcomes (i.e., patient satisfaction and quality of care), and to attain such commitment, employees at NMC need an outlet in which they can provide feedback and be involved in improvement processes. This agency gathers information from employees' anonymous responses each quarter and compiles the data into detailed reports that are provided to the NMC Executive Management Team. These reports are reviewed and considered during development and implementation of the hospital's strategic planning initiatives in an effort to achieve measurable organizational improvements that can be directly linked to business outcomes (i.e., highest quality patient care).

**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' Finance Committee.

**FINANCING:**

The cost for this Amendment is \$30,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by:  
Janine Bouyea  
NMC Human Resources Administrator  
Administrator  
May 24, 2011

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Amendments 1, 2, 3, 4, 5, 6, Agreement, Board Order  
Attachments are on file with the Clerk of the Board

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

**Agreement No. A-12062**

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment No. 6 to )  
the Agreement (PO# SC990) with Morehead Associates )  
Inc. for Employee Survey Services at NMC in an )  
amount not to exceed \$187,000 in the aggregate and )  
\$30,000 for the period July 1, 2011 to June 30, 2012..... )

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (PO# SC990) with Morehead Associates Inc. for Employee Survey Services at NMC in an amount not to exceed \$187,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 23<sup>rd</sup> day of August, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and 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 August 23, 2011.

Dated: August 29, 2011

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

By Christina M. [Signature]  
Deputy

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>July 12, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (PO# SC990) with Morehead Associates Inc. for Employee Survey Services at NMC in an amount not to exceed \$187,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (PO# SC990) with Morehead Associates Inc. for Employee Survey Services at NMC in an amount not to exceed \$187,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

Natividad Medical Center recommends approval of this amendment in order to continue utilizing the services of Morehead Associates, Inc. to conduct Employee Satisfaction Surveys on behalf of NMC. Having a committed workforce positively impacts a wide range of business outcomes (i.e., patient satisfaction and quality of care), and to attain such commitment, employees at NMC need an outlet in which they can provide feedback and be involved in improvement processes. This agency gathers information from employees' anonymous responses each quarter and compiles the data into detailed reports that are provided to the NMC Executive Management Team. These reports are reviewed and considered during development and implementation of the hospital's strategic planning initiatives in an effort to achieve measurable organizational improvements that can be directly linked to business outcomes (i.e., highest quality patient care).


**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' Finance Committee.

**FINANCING:**

The cost for this Amendment is \$30,000 and is included in the Fiscal Year 2011/2012 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Janine Bouryea  
NMC Human Resources Administrator  
Administrator  
May 24, 2011

  
\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Amendments 1, 2, 3, 4, 5, 6, Agreement, Board Order

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

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute )  
Amendment #6 to the Agreement (PO# SC990) with Morehead Associates Inc. for Employee )  
Survey Services at NMC in an amount not to exceed \$187,000 in the aggregate and \$30,000 for )  
the period July 1, 2011 to June 30, 2012..... )

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

Authorizes the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment  
#6 to the Agreement (PO# SC990) with Morehead Associates Inc. for Employee Survey Services at  
NMC in an amount not to exceed \$187,000 in the aggregate and \$30,000 for the period July 1,  
2011 to June 30, 2012.

PASSED AND ADOPTED this 12<sup>th</sup> day of July 2011 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

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 \_\_\_ for the meeting on \_\_\_\_\_.

Dated:

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

By \_\_\_\_\_  
Deputy

**RENEWAL AMENDMENT NO. 6  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Morehead Associates Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Employee Survey SERVICES**

The parties to Professional Service Agreement, dated August 17, 2004 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Morehead Associates Inc. (Contractor), hereby agree to renew their Agreement No. (SC990) 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. (SC990).
2. This Renewal Amendment shall become effective on July 1, 2011 and shall continue in full force and extending the term date until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC990) shall not exceed the total sum of \$187,000 for the full term of the Agreement and \$30,000 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. (SC990).

**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 [Signature]

Dated May 4, 2011

Printed Name Patrick J. Corrigan

Title VP of Client Services

Signature 2 [Signature]

Dated May 4, 2011

Printed Name Rod Wilkes

Title SUP of Client Svcs

*\*\*\*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 9-19-11

Signature [Signature]  
NMC - CEO

Dated 5/14/11

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

Reviewed as to fiscal provisions  
[Signature]  
Audit Controller  
County of Monterey

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

Dated: 5/20, 2011

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>July 13, 2010</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.

**SUMMARY/DISCUSSION:**

At the end of each fiscal year Natividad Medical Center must renew expiring service contracts with various vendors in order to maintain a current purchase order. This ensures timely payment of invoices and avoids any disruption in services. Attachment A to this report is a list of current vendor service contracts requiring renewal for Fiscal Year 2010-2011. All of the contracts are Amendments to previous established contracts with no changes in the scope of service. NMC will do separate reports for all amended contracts that include a change to the scope of service.

---

**OTHER AGENCY INVOLVEMENT:**

The Amendments have been reviewed and approved by County Counsel County Counsel, the Auditor/Controller's office and by the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost of the Contract Amendments is \$2,470,675 and is included in the FY 2010-11 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Sid Cato, Management Analyst  
April 29, 2010  
Attachments: Attachment A

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer



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

Authorize the Purchasing Manager for Natividad Medical Center )  
(NMC) to execute the contract renewal amendments for the )  
continuation of various existing services with multiple vendors )  
(outlined in the Board Order) at NMC in FY 2010-11, not to )  
exceed \$2,470,675. )

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, effective July 13, 2010, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11, not to exceed \$2,470,675, with the following multiple vendors:

Vendor Name	Service	Amendment #	Current Contract Term Dates	F/Y 11 AMOUNT
A&B Fire Extinguisher	Halon System, Fire Sprinkler & Extinguisher Maintenance	#4	7-1-06 thru 6-30-11	\$50,000
Audac	Pillow Speakers, Nurse Call Cords and Clinical Alarms	#4	7-1-06 thru 6-30-11	\$14,000
First Alarm Security	Fire/Burglar Alarm Access Control-Systems	#1	11-1-09 thru 6-30-11	\$75,000
Johnson Controls	Repair & Maintenance of Various Mechanical Systems & VFD's	#5	7-1-06 thru 6-30-11	\$82,000
Medispec	Corpal Shock Wave Litotripsy System	#1	8-1-08 thru 6-30-11	\$75,000
Metro Republic Commercial Service	Bad Debt Collection	#2	8-1-07 thru 6-30-11	\$700,000
Mission Linen	Linen Processing Services	#2	9-12-08 thru 6-30-11	\$450,000
Morehead Associates	Employee Survey	#5	8-1-07 thru 6-30-11	\$30,000
NMC Volunteer Auxiliary	Volunteer Management Services	#5	9-15-05 thru 6-30-11	\$80,675
Credit Consulting Services	Bad Debt Collection	#2	8-1-07 thru 6-30-11	\$700,000
Pharmedium Services	Compounding Pharmaceutical Supplies & IV Solution	#4	1-31-06 thru 6-30-11	\$60,000
Professional Research Consultants	Patient Satisfaction Survey Services	#4	7-1-05 thru 6-30-11	\$24,000
ThyssenKrupp	Elevator Repair & Maintenance	#5	7-1-06 thru 6-30-11	\$50,000
Total Repair Express	Repair & Maintenance of Operating Room Equipment	#5	4/5/05 thru 6-30-11	\$80,000
<b>TOTAL</b>				<b>\$2,470,675</b>

PASSED AND ADOPTED this 13<sup>th</sup> day of July, 2010, 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 July 13, 2010.

Dated: July 13, 2010

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

By  Deputy

RENEWAL AMENDMENT NO. 5  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Morehead Associates Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Employee Survey SERVICES

The parties to Professional Service Agreement, dated August 17, 2004 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Morehead Associates Inc. (Contractor), hereby agree to renew their Agreement No. (BPO171) 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. (BPO171).
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO171) shall not exceed the total sum of \$157,000 for the full term of the Agreement and \$30,000 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. (BPO171).

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 Patrick J. Corrigan

Dated May 6, 2010

Printed Name Patrick J. Corrigan

Title VP of Client Services

NATIVIDAD MEDICAL CENTER

Signature [Signature]  
Purchasing Manager

Dated 6/11/10

Signature [Signature]  
NMC - CEO

Dated 5/7/10

Approved as to Legal Form:

Charles J. McKee, County Counsel

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

Dated: 5/10, 2010

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey 5-11-10

Original Agreement No or PO# (B960971218)

**RENEWAL AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Morehead Associates Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Volunteer SERVICES**

The parties to Professional Service Agreement, dated August 17, 2004 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Morehead Associates Inc. (Contractor), hereby agree to renew their Agreement No. (B960971218) 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. (B960971218).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (B960971218) shall not exceed the total sum of \$127,000 for the full term of the Agreement and \$30,000 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. (B960971218).

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 4/20/09

Printed Name Patrick J. Corrigan

Title Vice President, Client Services

**NATIVIDAD MEDICAL CENTER**

Signature [Signature]  
Purchasing Manager

Dated 5/28/08

Signature [Signature]  
NMC - CEO

Dated 4/23/09

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

By [Signature]  
William Litt, Deputy  
Attorney for County and NMC

Reviewed as to fiscal provisions  
[Signature]  
Auditor/Controller  
County of Monterey  
Dated: 5/11, 2009

(Original Agreement No. (B960971218))

RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Morehead Associates Inc. AND  
THE COUNTY OF MONTEREY  
FOR  
Employee Survey SERVICES

The parties to Professional Service Agreement, dated August 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Morehead Associates Inc. (Contractor), hereby agree to renew their Agreement No. B960971218 on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the scope of service as stated in the original Agreement No. B960971218. In addition to the services described in the attached Exhibit A ("Reason for Leaving" survey) of this Amendment #3.
2. This Renewal Amendment shall become effective on October 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. B960971218 shall not exceed the total sum of \$97,000 for the full term of the Agreement; and \$65,000 for fiscal year ~~2007-2008~~ 2009.
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. B960971218.

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 9/10/08

Printed Name Patrick Corrigan

Title Director of Sales

**COUNTY OF MONTEREY**

Signature [Signature]

Dated OCT 14 2008

Purchasing Manager

Signature [Signature]

Dated OCT 14 2008

NMC - CEO

Approved As to Legal Form:

Charles J. McKee, County Counsel

By [Signature]  
William Lit, Deputy  
Attorneys for County and NMC

Reviewed as to legal provisions

[Signature]  
Auditor-Controller  
County of Monterey

9-3068

Dated: 9/15, 2008

Prepared for

# Natividad Medical Center

By



**MOREHEAD**  
Opinion Surveys & Consulting

## Reasons for Leaving

Reasons for Leaving™ offers exiting employees a quick, easy, and secure Web-based survey to provide feedback to their employer. Morehead provides the services below to facilitate a simple and fast process for implementation.

### Survey Customization and Management

1. Project Planning and Management
2. Assistance with survey communication strategies
3. Morehead's standard Reasons for Leaving Survey
4. Up to 4 open-ended items added to customize the survey
5. Coding schemes for two levels and/or demographic variables (e.g., divisions and job categories are recommended)

### Survey Administration

6. Survey hosted on Morehead's secure Web site for 12 months

### Results Reporting

7. On-Demand Survey responses are available immediately upon survey completion. Online reporting provides the capability to view and/or print results.  
*Reasons for leaving results are sorted by the two levels defined in the coding scheme.*

### Pricing for Natividad Medical Center

Reasons for Leaving Survey	\$ 5,000
----------------------------	----------

Optional services such as on-site management presentations, executive summaries, comment analyses, and communication materials are available for an additional fee.

Terms: The annual fee will be billed at project initiation. These prices are valid for acceptance within 90 days of the proposal date.

(Original Agreement No. (B960871218))

**RENEWAL AMENDMENT NO. 2**  
**FOR PROFESSIONAL SERVICE AGREEMENT**  
**BETWEEN Morehead Associates Inc. AND**  
**THE COUNTY OF MONTEREY**  
**FOR**  
**EMPLOYEE SATISFACTION SURVEY SERVICES**

The parties to Professional Service Agreement, dated August 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Morehead Associates Inc. (Contractor), hereby agree to renew their Agreement No. (B960871218) 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. (B960871218).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (B960871218) shall not exceed the total sum of \$92,000 for the full term of the Agreement and \$50,000 for fiscal year 2008-2009.
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. (B960871218).

**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 *Patrick Corrigan*

Dated July 30, 2008

Printed Name Patrick Corrigan

Title Director of Sales Morehead Associates

**COUNTY OF MONTEREY**

Signature *[Signature]*

Dated 9/1/08

Purchasing Manager

Signature *[Signature]*

Dated SEP 05 2008

NMC CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By *[Signature]*  
William Litt, Deputy  
Attorneys for County and NMC

Dated: 8/29, 2008

Prepared for

# Natividad Medical Center

By



**MOREHEAD**  
Optimal Surveys & Consulting

## Reasons for Leaving

Reasons for Leaving™ offers exiting employees a quick, easy, and secure Web-based survey to provide feedback to their employer. Morehead provides the services below to facilitate a simple and fast process for implementation:

### Survey Customization and Management

1. Project Planning and Management
2. Assistance with survey communication strategies
3. Morehead's standard Reasons for Leaving Survey
4. Up to 4 open-ended items added to customize the survey
5. Coding scheme for two levels and/or demographic variables (e.g., divisions and job categories are recommended)

### Survey Administration

6. Survey hosted on Morehead's secure Web site for 12 months

### Results Reporting

7. On-Demand – Survey responses are available immediately upon survey completion. Online reporting provides the capability to view and/or print results.  
*Reasons for leaving results are sorted by the two levels defined in the coding scheme.*

### Pricing for Natividad Medical Center

Reasons for Leaving Survey	\$ 5,000
----------------------------	----------

Optional services such as on-site management presentations, executive summaries, comment analyses, and communication materials are available for an additional fee.

Terms: The annual fee will be billed at project initiation. These prices are valid for acceptance within 90 days of the proposal date.



(Original Agreement No. (B960871218))

RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Morehead Associates Inc AND  
THE COUNTY OF MONTEREY  
FOR  
Employee Satisfaction Survey SERVICES

The parties to Professional Service Agreement, dated August 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Morehead Associates Inc. (Contractor), hereby agree to renew their Agreement No. (B960871218) 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. (B960871218).
2. This Renewal Amendment shall become effective on May 20, 2008 and shall continue in full force and extending the term date until June 30, 2008.
3. The total amount payable by County to Contractor under Agreement No. (B960871218) is hereby increased by \$3000 and shall not exceed the total sum of \$32,000 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. (B960871218).

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 Patrick J. Corrigan

Dated 5/29/08

Printed Name Patrick Corrigan

Title Director of Sales

COUNTY OF MONTEREY

Signature [Signature]  
Purchasing Manager

Dated 6/2/08

Signature [Signature]  
NMC - CEO

Dated 6/2/08

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

By [Signature]  
William Litt, Deputy  
Attorneys for County and NMC

Dated: 6/2 2008

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
(NOT TO EXCEED \$100,000)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Morehead Associates Inc.

(hereinafter, "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR 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: Provide Employee Satisfaction Survey for all Natividad Medical Center Employees and provide a detailed analytic report to Natividad Medical Center

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 29,000.00

3. **TERM OF AGREEMENT.** The term of this Agreement is from August 1, 2007 to June 30, 2008, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs 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/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

#### 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County 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 the County 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. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

#### 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

#### 9. INSURANCE.

##### 9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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 the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

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

Workers' Compensation Insurance, if CONTRACTOR employs 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, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

#### 9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement 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 the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance as a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY:

10.01. Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the 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. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. This 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 the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract to the extent applicable to CONTRACTOR 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 CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by

virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR'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 the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title	Shane Douthett, SVP Sales
Address	1410 West Morehead St., Suite 100
Phone	(704) 926-5485

15. **MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR 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 the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

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 both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

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 the County or the CONTRACTOR 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 the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that 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.

This space is left blank intentionally.



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

COUNTY OF MONTEREY

By: *Quinn K. New*  
Contracts/Purchasing Manager

Date: 9.19.07

By: \_\_\_\_\_  
Department Head (if applicable)

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

Approved as to Form

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

Date: \_\_\_\_\_  
County Counsel

Approved as to Fiscal Provisions<sup>1</sup>

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

Date: \_\_\_\_\_  
Auditor/Controller

Approved as to Liability Provisions<sup>2</sup>

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

Date: \_\_\_\_\_  
Risk Management

CONTRACTOR

Morehead Associates Inc.  
Contractor's Business Name\*

By: *Shane*  
(Signature of Chair, President, or  
Vice-President)\*

SVP sales/Shane Douthitt  
Name and Title

Date: 8/15/07

By: *R. Powell*  
(Signature of Secretary, Asst. Secretary, CFO, or  
Asst. Treasurer)\*

Sandy Welton, President, CEO, CFO  
Name and Title

Date: 8/15/07

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

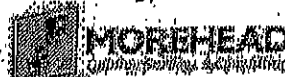
<sup>1</sup>Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

<sup>2</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

Prepared for

# Natividad Medical Center

By



"Chosen by Leading Organizations since 1979"

## Budget for an Employee Survey

This budget is organized into two (2) parts. Part 1 contains the recommended services required to conduct an employee opinion survey. Part 2 contains additional optional services.

**Number of employees invited to survey: 900**

**Results provided for all entities, divisions, and work units**

### General Services

#### 1. Project Planning and Management

*From survey development to post-survey action planning, your project team guides the process, trains your project team, and supplies tools and support. The project is organized into distinct phases and steps, with roles, responsibilities, and expectations clarified, and milestones and timeline documented. The team's expertise in healthcare, survey research, and performance consulting ensures that demands on your staff are minimized, and that the entire process is clear, simple, and successful. Teams are led by senior consultants who hold advanced degrees and are highly skilled in managing survey research projects.*

#### 2. Assistance with pre-survey communication strategies

*Morehead provides assistance in designing a comprehensive communication campaign to create buy-in across the organization, engage employees in the process, and ensure a high response rate. Also included is the Morehead Survey Ambassador Program™—a proven technique to stimulate response rates.*

### Survey Instrument

#### 3. Morehead's Model of Workforce Commitment

*From the beginning of your project, the Model guides the development of a succinct, empirically based survey instrument; after the survey, it delivers concise metrics that simplify reporting, focus the organization, and drive action.*

4. Customized Survey based on the 18-item Power Survey™ or 51-item Power Plus Survey™  
*Based on Morehead's Workforce Commitment Model, our surveys use valid and reliable closed-ended items linked to national norms, a five-point Likert scale to measure Performance and an optional scale to measure Importance. The option for adding closed-ended and open-ended items is noted on page 4.*
5. Coding Schema  
*The organizational and demographic coding structure is specific to your organization and will provide the structure for reports.*

#### Survey Administration

---

6. Web Survey  
*Our online survey is secure, easy to navigate, and features popular options like Complete Later, Change Response, or Review Responses. It is easily accessed using most current browsers, makes no demands on your IT resources, and leaves no lasting footprints, cookies, or DDLs. Paper surveys are available as an option on page 5.*

#### Data Analysis and Reporting

---

7. Standard Data Analysis  
*Survey responses are processed and analyzed for standard reporting.*
8. One of Morehead's National Norms will be provided -- National Healthcare. Additional segmented norms are available as an option.  
*NATIONAL HEALTHCARE AVERAGE is based on a sample of nearly 750,000 healthcare workers across more than 300 organizations and is reflective of the structure of the national healthcare industry. These data track the prevailing attitudes of the current healthcare labor force in the United States. Additional segmented norms are available as an option.*
9. Compilation of open-ended survey items  
*Compilation of English responses to two open-ended items.*

#### 10. Results for Senior Managers

- *Executive Overview* - an interpretive summary of the overall organization with an analysis of the organization results with comparisons to normative data in MS PowerPoint format.
- *Executive Snapshot and Detailed Item Reports™* - provides a summary that eliminates time consuming analysis by delivering quick answers to senior leaders' most pressing questions. The Detailed Item Report in both static and interactive formats allows senior leaders to view data from various perspectives and sort by different variables.
- *Workforce Commitment Tier Report™* - informs senior leaders where problems exist in the organization, which managers are vulnerable to failure and which ones are rich sources of best practices. The report provides metrics for Balanced Scorecards and other performance systems. The report is the pivotal roadmap that focuses resources and enables meaningful conversations with managers.
- *Work Unit Comparison Reports* - enables senior managers to examine results from multiple departments in one report. Performance scores for each work unit and roll-up group are shown for all items with flags to identify those that are meaningfully below the norm.
- *Demographic Report* - compares results for different demographically defined groups (e.g., job classification, length of service, age, etc.).
- *Action Planning Readiness Comparison Report™* - informs senior leaders as to how effectively their managers will lead the post-survey feedback and action planning process.

#### 11. Results for Work Unit Managers

- *Snapshot and Detailed Item Reports™* - summarizes the work unit results in three pages and provides a comparison to internal and external norms on Workforce Commitment and Power Items (drivers of workforce commitment) scores. The top areas of strength and concern are identified to direct productive action planning. The Detailed Item Report in both static and interactive formats on the Web provides descriptive statistics and comparative information for each survey item.
- *Action Planning Readiness Report™* - informs managers as to their "readiness" to engage the work unit members in the feedback and action planning process. Based on their employees' perceptions, it tells them how well their leadership style fosters open discussion and participatory problem solving.

#### 12. Web-based Report Delivery

Survey results for the Overall Organization are provided within three (3) business days. All other standard reports (identified above) are delivered within three (3) weeks of survey completion. Results are customized for each recipient and are accessed over Morehead's secure, permission-based Web reporting system.

#### Post-Survey Feedback and Action Planning

#### 13. Action Planning Tips Guide

Action Planning Tips, each linked to a standard survey item, suggest ways to address a low performance score on a particular survey item. Introductory sections describe exercises that can be used in feedback sessions to generate ideas and determine root causes of issues. Available online with links to action planning forms and examples.

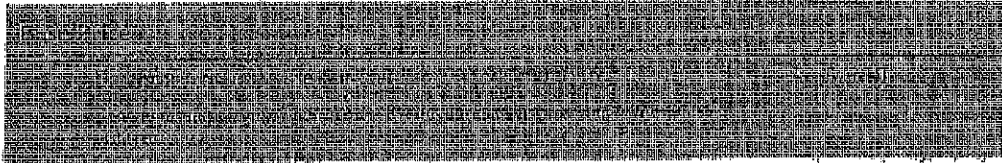
14. WebEx presentation to present results

15. Manager's Guide to Feedback and Action Planning

*A detailed guide (available in a PDF format online) for interpreting results, planning feedback meetings with a team, and creating an action plan on selected issues.*

16. Web-based Action Planning

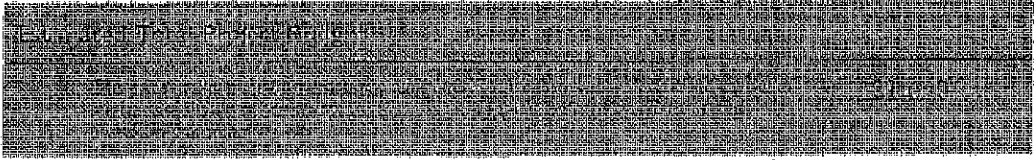
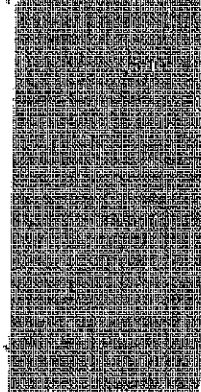
*Using this post-survey system, managers can create, revise and update their action plans, as well as study and comment on other manager's plans (as permitted). Senior managers, human resource professionals, and organizational development specialists can efficiently organize the action planning process and monitor progress throughout the organization.*



**Additional Services Recommended:**

- 17. Paper survey administration  
*Paper survey booklets and confidential return envelopes are provided.*
  
- 18. Comment Analysis based on two open-ended items  
*Summarizes all of the open-ended comments for the organization into primary themes and provides representative verbatim comments for each theme. This report is the recommended format for sharing with work group managers because employee anonymity is assured.*
  
- 19. Two days for onsite presentations and training (e.g., manager orientation sessions).

*For up to 750 surveys*



Additional optional services are outlined on the next page.

**Price History, Additional, Optional Services**

**Survey Design and Administration**

1. Fully customized survey (paper and Web)

*This feature provides organizations the most flexibility on survey content, items, and overall design. The Morehead team will lead the survey design process using our web-based design tool and item bank of more than 500 valid survey items.*

2,500

**Data Analysis and Reporting**

2. Additional Segmented Norm

*This fee applies either one segment, or up to 10 departmental*

1,000

3. Translation of Non-English Comments  
*Price varies by language and the number of survey items.*

*requires quote.*

4. Survey Translations (Spanish)

*The survey and instructions are translated into any language you specify. Each translation is assigned three professional linguists: a translator, an editor, and a proofreader. All are accredited by the American Translator Association. Morehead does not use technology to replace the human translation process. Non-English versions of the survey may be administered using paper or the Web. Separate fees apply to the mode of administration; this is a translation fee.*

5. Paper Survey Administration - processing returned Spanish hand entry surveys

**Survey Feedback, Action Planning, and Consulting**

6. Days for onsite presentations, training, and consulting

*per day + travel expenses*

2,500

Customized Statistical Analysis & Reports

7. Driver Analysis & Report

*Regression analysis using employee or physician survey data to better understand key drivers of a particular outcome.*

8. Linkage Analysis and Report

*Based on structural equation modeling, Linkage Analysis established correlative and causal relationships between different populations (e.g., employee and patient). The analysis identifies behaviors or attitudes present in one group that influences the ways that a second group behaves or thinks.*

9. Custom Analysis (e.g., Turnover Vulnerability Analysis, Union Vulnerability Analysis)

*Utilizing the data from the survey, Morehead's R&D department will conduct a custom analysis to address key organizational issues, such as turnover or union vulnerability. This analysis includes a key driver analysis of key dependent measures. Such analyses are intended to inform senior management about key issues and help prioritize needs and subsequent interventions. Results are incorporated into the Executive Overview.*





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DB

DATE (MM/DD/YYYY)  
01/24/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edwards, Church & Muse, Inc. P. O. Box 12457 Charlotte, NC 28220-2457 Samuel A Thompson, III		704-529-4411 704-529-4422	<b>CONTACT NAME:</b> Linda O'Grady <b>PHONE (A/C, Mo, Ext):</b> 704-602-9588 <b>FAX (A/C, No):</b> 704-602-9589 <b>E-MAIL ADDRESS:</b> ogrady@ecmins.com <b>PRODUCER CUSTOMER ID #:</b> MORAS-1
<b>INSURED</b> Morehead Associates, Inc. 700 E. Morehead St., Suite 200 Charlotte, NC 28202		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Casualty Insurance Co	<b>NAIC #</b> 29459
		<b>INSURER B:</b> Travelers C & S of America	<b>NAIC #</b> 31194
		<b>INSURER C:</b> Hartford Fire Insurance	<b>NAIC #</b> 19682
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		22SBACU8444	02/27/12	02/27/13	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> Business Owners					PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/POP AGG \$ 2,000,000	
							\$
A	AUTOMOBILE LIABILITY		22SBACU8444	02/27/12	02/27/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS					\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		22SBACU8444	02/27/12	02/27/13	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		22WBCVT1528	02/27/12	02/27/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
B	Professional Liab		105563531	03/19/12	03/19/13	Limit 1,000,000	
						Retention 10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Natlidad Medical Center Attn: Janine Bouyea, PHR 1441 Constitution Blvd Salinas, CA 93906		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Samuel O. Thompson, III</i>
---	--	--

© 1988-2009 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

\*2100022CUB4440408 11915

Policy Number: 22 SBA CUB444 DY COPY

Named Insured and Mailing Address; MOREHEAD ASSOCIATES, INC.

1410 W. MOREHEAD STREET, STE 100  
CHARLOTTE NC 28208

Policy Change Effective Date: 08/01/07 Effective hour is the same as stated in the Declarations Page of the Policy.

Policy Change Number: 003

Agent Name: EDWARDS, CHURCH & MUSE, INC/PBS  
Code: 270094

#### POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.575

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T  
Process Date: 09/06/07

Page 001

Policy Effective Date: 08/01/07  
Policy Expiration Date: 02/27/08

UW COPY

POLICY NUMBER: 22 SBA CU8444



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

COUNTY OF MONTEREY, ITS AGENTS, OFFICERS, & EMPLOYEES.  
CONTRACTS/PURCHASING DEPARTMENT  
168 WEST ALISAL STREET 3RD FL.  
SALINAS, CA 93901  
THE INSURANCE IS PRIMARY AND NON CONTRIBUTORY.