

**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Quality Assurance Services Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Radiation Physicist Services**

This Amendment No. 5 to Professional Services Agreement ("Agreement"), dated July 1, 2007, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quality Assurance Services Inc. (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2009 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, on July 1, 2011 via Amendment No. 3, and on July 1, 2012 via Amendment No. 4; 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 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. MYA497).
2. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2007 to June 30, 2009 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is July 1, 2007 to June 30, 2014 unless sooner terminated pursuant to this Agreement*".
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, and 4 are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 5 and all previous amendments shall be attached to the original Agreement (No. MYA497).
5. The effective date of this Amendment is July 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: [Signature]  
Harry Weis, NMC Chief Executive Officer

Date: 5/1/13

**APPROVED AS TO LEGAL PROVISIONS**

By: [Signature]  
Anne Brauer  
Monterey County, Deputy County Counsel

Date: May 6, 2013

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature]  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: 5-6-13

**Contractor**

Quality Assurance Services, Inc  
Contractor's Business Name\*\*\* (see instructions)

[Signature]  
Signature of Chair, President, or Vice-President

Glenn Deacon, V.P.  
Name and Title

Date: 4/27/13

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

Susan Deacon, President  
Name and Title

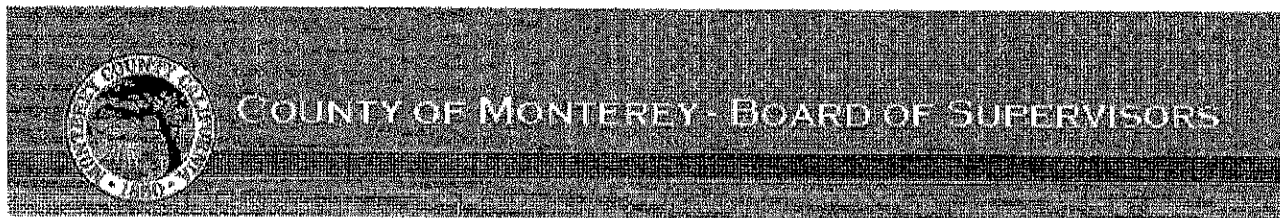
Date: 4/27/13

\*\*\*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)



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File #:	A 12-059	Version: 1	Name:	Quality Assurance Services Amendment #4
Type:	BoS Agreement		Status:	Consent Agenda
File created:	5/2/2012		In control:	Board of Supervisors
On agenda:	6/12/2012		Final action:	

**Title:** Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-11996) with Quality Assurance Services Inc. for Radiation Physicist Services at NMC, extending the Agreement to June 30, 2013 and adding \$30,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$150,000 in the aggregate.

**Attachments:** [Quality Assurance Services, Completed Board Order](#)

[History \(0\)](#)   
 [Text](#)

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-11996) with Quality Assurance Services Inc. for Radiation Physicist Services at NMC, extending the Agreement to June 30, 2013 and adding \$30,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$150,000 in the aggregate.

**Body**

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-11996) with Quality Assurance Services Inc. for Radiation Physicist Services at NMC, extending the Agreement to June 30, 2013 and adding \$30,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$150,000 in the aggregate.

**SUMMARY/DISCUSSION:**

NMC has engaged Quality Assurance Services for Radiation Physicist services since September 2004. Quality Assurance Services provides the NMC Diagnostic Imaging Department with the following services:

- \*Testing the radiation levels of the equipment to make sure the Diagnostic Imaging Department is operating its radiation producing equipment within safe ranges required by the California Code of Regulations, Title 17,
- \*Quality assurance reports that are required by the California Code of Regulations, Title 17, and
- \*Annual education for the staff that is mandated by the California Code of Regulations, Title 17.

The recommendation is that the Board of Supervisors approves this Amendment No. 4, for a total FY 2012/13 amount of \$30,000 for continued services from Quality Assurance Services.

**Business Automobile Insurance Exemption**

Business Automobile Liability Insurance requirements are waived for this vendor under this Agreement. There is no risk or exposure regarding vehicles.

\*Vendor has no vendor-owned fleet of vehicles.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. 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 \$30,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: Thomas Burnside, Radiology Director, 772-7616

Approved by: Harry Weis, Chief Executive Officer, 783-2124

Attachments: Agreement, Amendments 1, 2, 3 and 4



## Monterey County

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.6088

#### Agreement No. A-11996

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-11996) with Quality Assurance Services Inc. for Radiation Physicist Services at NMC, extending the Agreement to June 30, 2013 and adding \$30,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$150,000 in the aggregate.

PASSED AND ADOPTED on this 12th day of June 2012, 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 76 for the meeting on June 12, 2012.

Dated: June 22, 2012  
File Number: A 12-059

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

By Denise Danick  
Deputy

**AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Quality Assurance Services Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Radiation Physicist Services**

The parties to Professional Services Agreement ("Agreement"), dated July 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quality Assurance Services (Contractor), hereby agree to amend their Agreement (No. A-11996) on the following terms and conditions:

**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.

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2009 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, and on July 1, 2011 via Amendment No.3.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-11996).
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 \$40,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. ((A-11996) shall not exceed the total sum of \$150,000 for the full term of the Agreement and \$30,000 for fiscal year 2012-2013.*"
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2007 to June 30, 2009 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2007 to June 30, 2013 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, and 3 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-11996).
6. The effective date of this Amendment is July 1, 2012.

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 Susan Deacon Dated 4-10-12  
Printed Name Susan Deacon Title President  
Signature 2 Glenn Deacon Dated 4-10-12  
Printed Name Glenn Deacon Title Secretary

\*\*\*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] Dated 6-13-12  
Purchasing Manager  
Signature [Signature] Dated 4/18/12  
NMC - CEO

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

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

Dated: 4/23, 2012

Reviewed as to legal provisions  
[Signature]  
Auditor/Controller  
County of Monterey  
4-23-12

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>May 24, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement with Quality Assurance Services Inc. for Radiation Physicist Services at NMC in an amount not to exceed \$120,000 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 that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement with Quality Assurance Services Inc. for Radiation Physicist Services at NMC in an amount not to exceed \$120,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

NMC has engaged Quality Assurance Services for Radiation Physicist services since September 2004. Quality Assurance Services provides the NMC Diagnostic Imaging department with testing, quality assurance and education. These are regulatory and yearly training requirements for the radiology department. This service assures the Diagnostic Imaging department is operating within the safe ranges required and operating all radiation producing equipment safely. Quality Assurance Services provides NMC with reports required and mandated by the California Code of Regulations Title 17. In Fiscal Year 2011-12 NMC will be expanding services as the requirement of the state of California does in this highly regulated area. This service satisfies an ongoing yearly state mandated requirement of NMC in order to provide radiologic services.

The recommendation is that the Board of Supervisors approve the Amendment for continued services from Quality Assurance Services.

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

Prepared by:  
Thomas Burnside, Radiology Director 755-4288  
April 5, 2011

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

Attachments: Amendments #1, 2, 3, Original Agreement, Board Order



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

Agreement No. A-11996

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment No. 3 )  
to the Agreement with Quality Assurance Services Inc. )  
for Radiation Physicist Services at NMC in an amount )  
not to exceed \$120,000 in the aggregate and \$30,000 )  
for the period July 1, 2011 to June 30, 2012..... )

Upon motion of Supervisor Potter, 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 #3 to the Agreement with Quality Assurance Services Inc. for Radiation  
Physicist Services at NMC in an amount not to exceed \$120,000 in the aggregate and  
\$30,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 24<sup>th</sup> day of May, 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 May 24, 2011.

Dated: May 25, 2011

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

By Christine A. Mc  
Deputy

**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Quality Assurance Services Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Radiation Physicist SERVICES**

The parties to Professional Service Agreement, dated July 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quality Assurance Services Inc. (Contractor), hereby agree to renew their Agreement No. (SC1089) 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. (SC1089).
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. (SC1089) shall not exceed the total sum of \$120,000 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. (SC1089).

**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 *Glenn Deacon* Dated 3/10/11  
 Printed Name Glenn Deacon Title V.P.

**NATIVIDAD MEDICAL CENTER**

Signature *MLMO* Dated 6-28-11  
 Purchasing Manager  
 Signature *[Signature]* Dated 5/16/11  
 NMC - CEO

Approved as to Legal Form:  
 Charles J. McKee, County Counsel  
 By *Stacy Saetta*  
 Stacy Saetta, Deputy  
 Attorneys for County and NMC

Dated: 3/20, 2011

Reviewed as to fiscal provisions  
*[Signature]*  
 Auditor-Controller  
 County of Monterey 3-24-11

**RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Quality Assurance Services Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Radiation Physicist SERVICES**

The parties to Professional Service Agreement, dated July 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quality Assurance Services Inc. (Contractor), hereby agree to renew their Agreement No. (BPO515) 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. (BPO515).
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. (BPO515) shall not exceed the total sum of \$90,000 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. (BPO515).

**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 Glenn Deacon Dated 5/12/10  
 Printed Name Glenn Deacon Title V.P.

**NATIVIDAD MEDICAL CENTER**

Signature [Signature] for Tim Tamm Dated 6-2-10  
 Purchasing Manager  
 Signature [Signature] Dated 5/18/10  
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

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

Dated: 5/20, 2010

Reviewed as to fiscal provisions

[Signature]  
 Auditor-Controller  
 County of Monterey  
 5-20-10

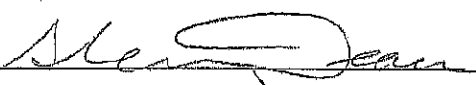
**RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Quality Assurance Services Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Radiation Physicist SERVICES**

The parties to Professional Service Agreement, dated July 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Quality Assurance Services Inc. (Contractor), hereby agree to renew their Agreement No. (B960971202) on the following amended terms and conditions:

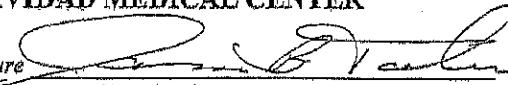
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960971202).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (B960971202) shall not exceed the total sum of \$60,000 for the full term of the Agreement and \$20,000 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. (B960971202).

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**

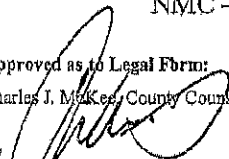
Signature  Dated 5/8/09  
 Printed Name Glenn Jeacon Title Vice President

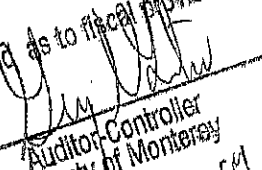
**NATIVIDAD MEDICAL CENTER**

Signature  Dated 5/27/09  
 Purchasing Manager

Signature  Dated 5/12/09  
 NMC - CEO

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

By   
 William Litt, Deputy  
 Attorneys for County and NMC

Reviewed as to fiscal provisions  
  
 Auditor-Controller  
 County of Monterey  
 5-19-09

Dated: 5/8 2009

**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 Quality Assurance Services 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 Radiation Physicist services to measure Radiation dose rates on Mammography and X-Ray equipment and to monitor safety and compliance of the Nuclear Medicine department at 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 \$ 40,000.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2007 to June 30, 2009, 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 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. 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. 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 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	Glenn Deacon, V.P. Name and Title
Address	1500 Via Hacienda Chula Vista, CA 91913 Address
Phone	619-482-1003 Phone

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: [Signature]  
Contracts/Purchasing Manager  
Date: 11-19-07  
By: \_\_\_\_\_  
Department Head (if applicable)  
Date: \_\_\_\_\_  
Approved as to Form  
By: W. Allen Bidwell  
Deputy County Counsel  
Date: 08-27-2007

Approved as to Fiscal Provisions<sup>1</sup>  
By: \_\_\_\_\_  
Auditor/Controller  
Date: \_\_\_\_\_  
Approved as to Liability Provisions<sup>2</sup>  
By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

CONTRACTOR  
Quality Assurance Services, Inc.  
Contractor's Business Name\*  
By: [Signature]  
(Signature of Chair, President, or Vice-President)\*  
Glenn Deacon, V.P.  
Name and Title  
Date: 8/7/07  
By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)\*  
Susan Deacon President  
Name and Title  
Date: 8/7/07

\*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 the 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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
5/01/13

**PRODUCER**  
  
**KELLEY INSURANCE AGENCY**  
 30423 Canwood St. #112  
 Agoura Hills, Ca 91301  
 (818) 735-4959 Lic#0725414

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 BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A **ATAIN SPECIALTY INSURANCE**
- COMPANY B **CHARTIS GRANITE STATES**
- COMPANY C
- COMPANY D

**INSURED**  
  
 Quality Assurance Services, Inc.  
 1500 Via Hacienda  
 Chula Vista, CA 91913


**REVENUES**  
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CIP161565	5/02/13	5/02/14	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ Excluded
					PERSONAL & ADV INJURY \$ Excluded
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL OTHER	WC001642503	6/01/12	6/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 The following is listed as an Additional Insured. It is understood that this is primary and any other insurance maintained by the additional insured shall be Excess only and not contributing with this insurance. Endorsement CG2026

**CERTIFICATE HOLDER**  
  
 County of Monterey  
 Natividad Medical Center  
 1441 Constitution Blvd.  
 Salinas, CA 93906

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
County of Monterey Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906	WORK PERFORMED AS REQUIRED BY CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**REQUEST TO WAIVE COUNTY OF MONTEREY STANDARD  
CONTRACT INSURANCE REQUIREMENTS**

NMC requests the NMC Board of Trustees and the County of Monterey Board of Supervisors to hereby approve/ratify:

- Waiver
- Modification
- Recession

**General Liability Insurance Requirements**

- Certificate of Liability Insurance (Accord Form)
- ISO Endorsement Forms
- Additional Insured Endorsement
- Primary Insurance Endorsement
- Non-Contributory Endorsement
- Completed Operations Endorsement
- Coverage Limits
- California Admitted
- "A" Rated Insurance Company

**Business Justification:**

Based on the Scope of Services provided herein, Commercial General Liability Insurance is not applicable and therefore is not required. The hospital does not foresee any potential liability risks associated with this justification.

**Professional Liability Insurance Requirements**

- Certificate of Liability Insurance (Accord Form)
- Coverage Limits
- Tail Coverage

**Business Justification:**

Professional liability insurance is not required.

**Automobile Liability Insurance Requirements**

- Certificate of Liability Insurance (Accord Form)
- ISO Endorsement Forms
- Additional Insured Endorsement
- Primary Insurance Endorsement
- Non-Contributory Endorsement
- Coverage Limits
- California Admitted
- "A" Rated Insurance Company

**Business Justification:**

Business Automobile Liability Insurance is not required. The use of an automobile is not included in or necessary to the performance of the scope of services required by this Agreement. Therefore, the hospital does not foresee any potential liability risks associated with this justification.

**REQUEST TO WAIVE COUNTY OF MONTEREY STANDARD  
CONTRACT INSURANCE REQUIREMENTS**

Workers' Compensation Insurance Requirements

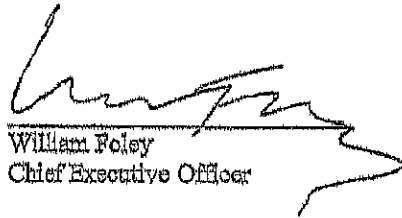
- Certificate of Liability Insurance (Accord Form)
- California Statutory Requirements
- Coverage Limits
- California Licensed Insurer

**Business Justification:**

Workers' Compensation Insurance is not required. The Contractor does not employ others in the performance of this Agreement. Therefore, the hospital does not foresee any potential liability risks associated with this justification.



Harry Wels  
Chief Financial Officer



William Foley  
Chief Executive Officer



County of Monterey  
General Services Contracts/Purchasing Division  
MAINTENANCE OF SOLE SOURCE/SOLE BRAND REQUEST

Purchase Acquisition Number \_\_\_\_\_

Date \_\_\_\_\_

Description of Item

*Reproduction Physical Services Quality Assurance Service Inc*

1. Please indicate the following:

Encumbrance  Goods   
 Services

(Check One) Sole Source: Item is available from one source only. Item is a one-of-a-kind and is not sold through distributors. Manufacturer is exclusive distributor.

Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

2. Vendor Selection:

Preferred Vendor  
 Sole Source

Vendor Name: *Quality Assurance Services Inc*  
Address: *1500 Via Hacienda, Chico, CA 97113*  
Phone Number: *(619) 482-1018* Fax: *(619) 482-1013*  
Contact Person: *Glenn Johnson* Title: *President*  
Federal Employee #: *51-1976577*

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

4- Why was product and/or vendor chosen?  
*Quality Assurance Services Inc. is the only company in Central and Northern California who can provide services in all three critical areas: X-ray, Ultrasound, Mammography.*

Revised:  
March 1, 2006

b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request? *Licensed in the State of California;*

*cert. Rec by Minnesota County Economic Development  
Certified Medical & Radiation Physicist Service*

c) Why are these specific features/qualifications required?

*To comply with California title 17, Code of  
Federal Regulations (CFR 2) and requirements  
of the Joint Commission on the Accreditation of Health Care  
Organizations*

d) What other products/services have been examined and/or rejected?

*None*

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

*N/A*

f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service? *would be forced to contact with two*

*or three other services*

g) Estimated Costs:

*\$ 6,000.00 Annually*

4. Is there an unusual or compelling urgency associated with this project?

Yes

No

Yes (Please describe)

Exempt State compliance

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative, and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concerted effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

[Signature]  
Requestor Signature

8/31/06  
Date

[Signature]  
Authorized Signature by Department Head

8-1-06  
Date

Approved

PURCHASING MANAGER  
COUNTY OF MONTEREY

YEAR

2011

**Withholding Exemption Certificate**

CALIFORNIA FORM

**590**

(This form can only be used to certify exemption from nonresident withholding under California R&amp;TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.  
(Please type or print)

Vendor/Payee's name

Quality Assurance Services, Inc.

Vendor/Payee's address (number and street)

1500 Via Hacienda

City

Chula Vista

State

CA

ZIP Code

91913

Withholding agent's name

Vendor/Payee's  Social security number  
 SOS, no.  California corp. no.  FEIN

9 1 - 1 9 7 6 5 7 9 :

Note:

Failure to furnish your  
identification number will  
make this certificate void.

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

( 619 ) 482-1003

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.

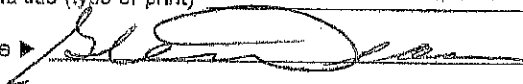
**CERTIFICATE:** Please complete and sign below.

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)

Glenn Deacon, Vice President

Vendor/Payee's signature



Date

3/10/11

**COUNTY OF MONTEREY - VENDOR DATA RECORD** (Rev. 9-2012)

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

<b>1</b>	<b>COUNTY OF MONTEREY</b> <b>Contracts/Purchasing</b> 168 W. Alisal Street 3 <sup>rd</sup> Floor Salinas, CA 93901 Email: <a href="mailto:mcvss@co.monterey.ca.us">mcvss@co.monterey.ca.us</a> 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.										
<b>2</b>	VENDOR'S LEGAL NAME (as shown on your income tax return) <b>Quality Assurance Services, Inc.</b> <small>BUSINESS NAME / DBA (if different from line 2)</small>  MAILING ADDRESS <b>1500 Via Hacienda</b>  ADDITIONAL MAILING ADDRESS  CITY, STATE, ZIP CODE <b>Chula Vista, CA 91913</b>	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 <b>(619) 482-1003</b> <b>(619) 421-7670</b>  E-MAIL ADDRESS <b>glenn.gas@gmail.com</b>  REMIT-TO ADDRESS <b>1500 Via Hacienda</b>  REMIT-TO CITY, STATE, ZIP CODE <b>Chula Vista, CA 91913</b>										
<b>3</b>	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input checked="" 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	<table border="1" style="width:100%; text-align:center;"> <tr> <td>9</td><td>1</td><td>-</td><td>1</td><td>9</td><td>7</td><td>6</td><td>5</td><td>7</td><td>9</td> </tr> </table> For Tax ID entry instructions, please see next page  NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.	9	1	-	1	9	7	6	5	7	9
9	1	-	1	9	7	6	5	7	9			
<b>4</b>	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)											
<b>5</b>	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input checked="" 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.										
<b>6</b>	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.											
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) <b>Glenn Deacon</b>  Signature 	Title <b>Vice President</b>  Date <b>04/10/2012</b>  Phone Number <b>(619) 370-7920</b>										