ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

TR & ASSOCIATES, INC. ("Assignor")

And

TFR MEDICAL SERVICES, INC. ("ASSIGNEE")

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of 5/1/2013 2013 (the "Assignment Effective Date"), by and between TR & ASSOCIATES, INC. ("Assignor"), and TFR MEDICAL SERVICES, INC. ("Assignee").

RECITALS

- A. COUNTY OF MONTEREY ("County") and Assignor, TR & Associates, Inc., entered into a Professional Services Agreement effective as of July 1, 2009. County and Assignor entered into Amendment #1 to the Agreement on June 9, 2010. County and Assignor entered into Amendment #2 to the Agreement on July 1, 2012 with a term of July 1, 2009 to June 30, 2014. Hereinafter the original Professional Services Agreement and Amendments #1 and #2 shall be referred to as the "Agreement."
- B. Assignor now wishes to assign to Assignee, TFR Medical Services, Inc. ("Assignee"), all of its rights, title and interest in and to, and all of its obligations under, the Agreement, to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Assignment.</u> Effective as of Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
- 2. <u>Assumption</u>. Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.
- 3. <u>Successors and Assigns</u>, This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- 4. <u>Third Party Beneficiaries</u>. Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.
- 5. <u>Indemnification</u>. TFR Medical Services, Inc. hereby assumes and undertakes the indemnification obligations set forth in the parties' agreement.

6. <u>Insurance.</u> TFR Medical Services, Inc. agrees to assume the insurance requirements set forth in the Agreement; and it will provide the County with a letter evidencing the required insurance(s).

7. Miscellaneous.

- (i) <u>Headings</u>. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.
- (ii) <u>Benefit</u>. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.
- (iii) <u>Counterparts</u>. This Assignment may be executed in multiple originals and by counterpart.
- (iv) <u>Governing Law</u>. This Assignment shall be construed under the laws of the State of California.
- (v) <u>Amendments</u>. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.
- (vi) <u>Further Assignments</u>. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assigne , 2013.	ee have executed this Assignment as of
ASSIGNOR: TR & ASSOCIATION TO By: Its: Tax ID#: 6	ociates, inc ny flantuis 20-4899399
ASSIGNEE: TFR MED (By: Its: Tax ID#:	CAL ASSOCIATES, INC. ANY GO Lives 46-2625694
ACKNOWLEDGEMENT AND CONSENT	
COUNTY OF MONTEREY hereby consents to the foreg	going assignment and assumption.
COUNTY OF MONTEREY	
By:	
Date:	
Approved as to Fiscal Provisions:	APPROVED AS TO LEGAL FORM: CHARLES J. MCKEE, County Counsel
By: Mike Derr, Contracts /Purchasing Officer	By: Jack July Stacy Saetta, Deputy County Counsel
Date:	Date: 9/18/10

Auditor-Controller 9-35-7

IN WITNESS WHEDEOE Assigner and Assigner boys expected this Assignment as of
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of Aug 31, 2013.
ASSIGNOR: TR & ASSOCIATES, INC.
White My Janny Genkuis By: Its: Tax ID#: 20-4899399
Its: Tax ID#: 20-4899399
ASSIGNEE: TFR MEDICAL ASSOCIATES, INC.
Welford of Samue She Hair
Its: Tax ID#: 46-2625694
ACKNOWLEDGEMENT AND CONSENT
COUNTY OF MONTEREY hereby consents to the foregoing assignment and assumption.
COUNTY OF MONTEREY
By: Ray Bullick, Director of Health
Date:
<u>Approved as to Fiscal Provisions:</u> APPROVED AS TO LEGAL FORM: CHARLES J. MCKEE, County Counsel
By:
Date: 9 (18/13
Reviewed as to fiscal provisions
My Mu
Auditor-Controller 92517



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/15/2013

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(les) 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).

certificate holder in Ileu of such endors	seme	nt(s).						
PRODUCER				CONTA NAME;	CT			
Edna Vilozny(9686392)				PHONE (A/C, No	o. Ext): 831-68	35-8228	FAX (A/C, No):	
3233 Valencia Ave Ste A4				E-MAIL ADDRE		@farmersage		
					· ·	-	IDING COVERAGE	NAIC#
Aptos CA 95003-4	127			INSURE		isurance Excl		21709
INSURED						s Insurance E	xchange	21652
TFR MEDICAL SERVICES				INSURER C: Mid Century Insurance Company				21687
700 TELFORD DRIVE			INSURER D;					
100 121 5115 51111				INSURER E :				
WATSONVILLE		CA	95076	INSURER F :				
COVERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EOUIR PERT POLIC	EMEN AIN, CIES.	NT. TERM OR CONDITION THE INSURAN C E AFFORD	OF AN'	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER D S DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPECT TO V	WHICH THIS
INSR TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY							EACH OCCURRENCE \$	2,000,000
COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	75,000
CLAIMS-MADE X OCCUR	-						MED EXP (Any one person) \$	5,000
Α			605444732		03/08/2013	03/08/2014	PERSONAL & ADV INJURY \$	2,000,000
							GENERAL AGGREGATE \$	4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$	2,000,000
POLICY PRO- JECT LOC			·				\$ S	
AUTOMOBILE LIABILITY		ĺ					COMBINED SINGLE LIMIT (Ea accident) \$	2,000,000
ANY AUTO							BODILY INJURY (Per person) \$	250000
C ALL OWNED SCHEDULED AUTOS		111111111111111111111111111111111111111	179389910		03/12/2013	09/12/2013	BODILY INJURY (Per accident) \$	500000
HIRED AUTOS NON-OWNED AUTOS		41.4					PROPERTY DAMAGE \$ (Per accident)	100000
							\$	
UMBRELLA LIAB OCCUR		la de					EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
DED RETENTIONS						-	\$ OTHER	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		ŀ					WC STATU- OTH- TORY LIMITS ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA						E.L. EACH ACCIDENT \$	
(Mandatory in NH) If yes, describe under		1					E.L. DISEASE - EA EMPLOYEE \$	
DÉSCRIPTION OF OPERATIONS below			i i i i i i i i i i i i i i i i i i i				E.L. DISEASE - POLICY LIMIT \$	
:		- III I G EL MENGER / L'ARRENT DA						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (A	ltech A	CORD 101, Additional Remarks	Schedule	If more space is	regulred)		
PRIMARY INSURANCE: IT IS UNDERSTO							OTHER INSURANCE MAINTAI	NED BY THE
ADDITIONAL INSURED IS ALSO CERTIFI	CATE	: HO	nep					
ADDITIONAL INSURED IS ALSO SERTIFI	Ο/\ I I	- (10)	-DLIN					ł
CERTIFICATE HOLDER				CANC	ELLATION		A Company of the Comp	
COUNTY OF MONTEREY IT'S OFFICERS, AGENTS AI 559 E ALISAL ST STE 201	ND E	MPLO	DYEES	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE Y PROVISIONS.	
SALINAS		ÇA	93905	AUTHO	RIZED REPRESE	NTATIVE		
the real of the					Ster	1 ,-	and the same of th	

Commercial Certificate of Insurance

FARMERS

Agency

. Edna Vilozny

Name

· 3233 Valencia Ave Ste A4

· Aptos, CA 95003-4127

Address

• 831-685-8228

_ Dist. 86

Insured

. TFR MEDICAL SERVICES

Name &

· dba: TR & ASSOCIATES 700 TELFORD DRIVE

Address

· WATSONVILLE, CA 95076

Issue Date

(MM/DD/YY)

03/21/2013

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 shown below.

Companies Providing Coverage:

Company A Truck Insurance Exchange

Company B Farmers Insurance Exchange Letter

Company C Mid-Century Insurance Company Letter

Company

Coverages

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)	Policy Limits		
A	×	General Liability Commercial General Liability	605444732	03/08/2013	03/08/2014	General Aggregate Products-Comp/OPS Aggregate Personal &	\$ 4,000,000 \$ 2,000,000
	×	- Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ 2,000,000 \$ 2,000,000 \$ 75,000 \$ 5,000
	×	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$2,000,000 \$ \$ \$
		Umbrella Liability				Limit	\$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ \$ \$

Description of Operations/Vehicles/Restrictions/Special items:

700 TELFORD DRIVE, WATSONVILLE, CA 95076

Certificate Holder

. COUNTY OF MONTEREY, IT'S

Name

OFFICERS AGENTS AND EMPLOYEES

&

559 E ALISAL ST STE 201,

Address

SALINAS, CA 93905

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