

AMENDMENT NO. 7
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Natividad Medical Center Volunteer Auxiliary AND
THE NATIVIDAD MEDICAL CENTER
FOR
Volunteer Management Services

The parties to Professional Services Agreement ("Agreement"), dated September 15, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Center Volunteer Auxiliary (Contractor), hereby agree to amend their Agreement (No. A-10502) 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, 2006 via Amendment No. 1, on July 1, 2007 via Amendment No. 2, on July 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. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-10502).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,675.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10502) shall not exceed the total sum of \$630,400 for the full term of the Agreement and \$80,675 for fiscal year 2012-13.*"
3. [If standard NMC PSA was used:] Section 2., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2005 to June 30, 2006 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2005 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, 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-10502).
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 *Jermy Sepp*

Dated 3-13-12

Printed Name JERMY SEPP

Title Board President
NMC VOLUNTEER AUX

Signature 2 _____

Dated _____

Printed Name _____

Title _____

****INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

Dated _____

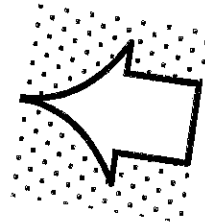
Signature *T. K...*
NMC - CEO

Dated 3/10/12

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

By _____
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: _____, 2012



MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	July 26, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #6 to the Agreement (#A-10502) with the NMC Volunteer Auxiliary for Volunteer Management Services at NMC in an amount not to exceed \$549,725 in the aggregate and \$80,675 for the period July 1, 2011 to June 30, 2012.	
DEPARTMENT:	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 (#A-10502) with the NMC Volunteer Auxiliary for Volunteer Management Services at NMC in an amount not to exceed \$549,725 in the aggregate and \$80,675 for the period July 1, 2011 to June 30, 2012.

SUMMARY/DISCUSSION:

Natividad Medical Center currently has approximately 100 volunteers that provide services to assist with overall hospital operations. These funds are used to cover costs of management oversight services and ensure appropriate allocation of volunteer resources.

All volunteers are required to complete standard education materials, and to be provided oversight to meet The Joint Commission standards, along with all state and federal regulations. Therefore, it is recommended that NMC hire a manager to oversee these services which amounts to \$80,675 per year.

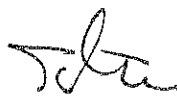
OTHER AGENCY INVOLVEMENT:

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 \$80,675 and is included in the Fiscal Year 2011/2012 Recommended Budget. There is no impact to the General Fund.

Prepared by:
Janine Bouyea, 755-4280
HR Director
June 9, 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-10502

Authorize the Purchasing Manager for Natividad Medical)
Center (NMC) to execute Amendment No. 6 to the)
Agreement A-10502 with the NMC Volunteer Auxiliary)
for Volunteer Management Services at NMC in an amount)
not to exceed \$549,725 in the aggregate and \$80,675 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 A-10502 with the NMC Volunteer Auxiliary for Volunteer Management Services at NMC in an amount not to exceed \$549,725 in the aggregate and \$80,675 for the period July 1, 2011 to June 30, 2012

PASSED AND ADOPTED on this 26th day of July, 2011, by the following vote, to wit:

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

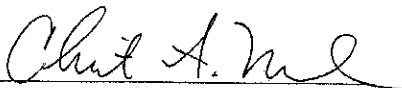
NOES: None

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 July 26, 2011.

Dated: July 27, 2011

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 NMC Volunteer Auxiliary AND
THE NATIVIDAD MEDICAL CENTER
FOR
Volunteer Management SERVICES**

The parties to Professional Service Agreement, dated September 15, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and NMC Volunteer Auxiliary (Contractor), hereby agree to renew their Agreement No. (A-10502) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10502).
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, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-10502) shall not exceed the total sum of \$549,725 for the full term of the Agreement and \$80,675 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10502).

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.

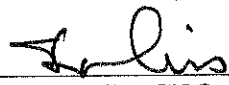
CONTRACTOR

Signature 
 Printed Name JERRY SEPPA

Dated 6-1-11
 Title Board President
NMC Volunteer Aux

NATIVIDAD MEDICAL CENTER

Signature _____
 Purchasing Manager

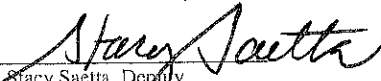
Signature 
 NMC - CEO

Dated _____

Dated 6/2/11

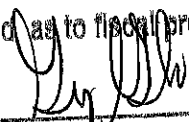
Approved as to Legal Form:

Charles J. McKee, County Counsel

By 
 Stacy Saetta, Deputy
 Attorneys for County and NMC

Dated: 6/6, 2011

Reviewed as to fiscal provisions


 Auditor-Controller
 County of Monterey 6-7-11

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	July 13, 2010	AGENDA NO.:
SUBJECT:	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.	
DEPARTMENT:	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	Corpeal 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
TOTAL				\$2,470,675

PASSED AND ADOPTED this 13th day of July, 2010, by the following vote, to wit:

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

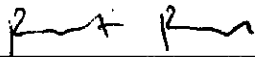
NOES: None

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 NMC Volunteer Auxiliary AND
THE NATIVIDAD MEDICAL CENTER
FOR
Volunteer Management SERVICES**

The parties to Professional Service Agreement, dated September 15, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and NMC Volunteer Auxiliary (Contractor), hereby agree to renew their Agreement No. (A-10502) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10502).
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. (A-10502) shall not exceed the total sum of \$469,050 for the full term of the Agreement and \$80,675 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10502).

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 Yolanda Benavente Dated 4-23-10
 Printed Name YOLANDA Benavente Title President

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 5/5/10
 Purchasing Manager
 Signature [Signature] Dated 4/23/10
 NMC - CEO

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

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

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

Dated: 5/5, 2010

**RENEWAL AMENDMENT NO. 4
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN NMC Volunteer Auxilliary AND
THE COUNTY OF MONTEREY
FOR
Volunteer Management SERVICES**

The parties to Professional Service Agreement, dated September 15, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and NMC Volunteer Auxiliary (Contractor), hereby agree to renew their Agreement No. (A-10502) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10502).
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. (A-10502) shall not exceed the total sum of \$388,375 for the full term of the Agreement and \$80,675 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10502).

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 Yolanda Benavente

Dated 4-28-09

Printed Name Yolanda Benavente

Title President, NMC Volunteer Auxilliary

COUNTY OF MONTEREY

Signature [Signature]
Purchasing Manager

Dated 6/17/09

Signature [Signature]
NMC - CEO

Dated 4/30/09

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

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

Dated: 6/16, 2009

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey 6-16-09

RENEWAL AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN NMC Volunteer Auxiliary AND
THE COUNTY OF MONTEREY
FOR
Volunteer Management SERVICES

The parties to Professional Service Agreement, dated September 15, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and NMC Volunteer Auxiliary (Contractor), hereby agree to renew their Agreement No. (A-10502) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10502).
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. (A-10502) shall not exceed the total sum of \$307,700 for the full term of the Agreement and \$80,675 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. (A-10502).

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 Yolanda Benavente

Dated 3-25-08

Printed Name Yolanda Benavente

Title President, NMC Volunteer Auxiliary

COUNTY OF MONTEREY

Signature [Signature]
Purchasing Manager

Dated 7-16-08

Signature [Signature]
NMC - CEO

Dated 5/19/08

Approved as to Legal Form:

Charles J. McKee, County Counsel

By W. Allen Bidwell
W. Allen Bidwell, Deputy
Attorneys for County and NMC

Dated: 03-28-2008

RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Natividad Medical Center Volunteer Auxiliary AND
THE COUNTY OF MONTEREY
FOR
Volunteer SERVICES

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Natividad Medical Center Volunteer Auxiliary (Contractor), hereby agree to renew their Agreement No. (A10502) 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. (A10502)
2. This Renewal Amendment shall become effective on July 1, 2007 and shall continue in full force and extending the term date until June 30, 2008.
4. The total amount payable by County to Contractor under Agreement No. (A10502) shall not exceed the total sum of \$227,025 for the full term of the Agreement; and \$75,675 for fiscal year 2007-2008.
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. (A10502)

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 *Yolanda Benavente*
Printed Name YOLANDA Benavente

Dated 4-20-07
Title President

COUNTY OF MONTEREY

Signature *[Signature]*
Purchasing Manager

Dated 7/07

Signature *[Signature]*
NMC - CEO

Dated 5/12/07

Approved as to Legal Form:

Charles J. McKee, County Counsel

By *W. Allen Bidwell*
W. Allen Bidwell, Deputy
Attorneys for County and NMC

Dated: 05-21, 2007

ORIGINAL

(Original Agreement No. A10502)

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN NMC VOLUNTEER AUXILIARY AND
THE COUNTY OF MONTEREY
FOR
VOLUNTEER MANAGEMENT SERVICES**

The parties to Professional Service Agreement, dated September 15, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and NMC Volunteer Auxiliary (Contractor), hereby agree to renew their Agreement No. on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service for volunteer management services as set forth in the original Agreement.
2. This Renewal Amendment shall become effective on July 1, 2006, and shall continue in full force and effect for a period of one (1) year.
3. The total amount payable by County to Contractor under this Amendment shall not exceed the sum of \$75,675.
4. All other terms and conditions of the Agreement shall continue in full force and effect.

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 Yolanda Benavente
Printed Name YOLANDA BENAVENTE

Dated 6-1 JUN 14 2006
Title President, NMC Vol

COUNTY OF MONTEREY

Signature [Signature]
Purchasing Manager

Dated 7-17-06

Signature Andre Rosenberg for Chad Chadwick
NMC CEO

Dated 6/14/06

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

By W. Allen Bidwell
W. Allen Bidwell, Deputy
Attorneys for County and NMC

7/5/06
Dated: June 19, 2006

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)

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 NMC Volunteer Auxillary

(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 Volunteer Management Services.

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 \$ 75,675.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2005 to June 30, 2006, 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

Insurance Justification

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.

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

9. INSURANCE.

9.01. 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, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance, if 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, 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).

9.02. 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 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.

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 shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, 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's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Natividad Medical Center	<i>Galinda Benavente, President</i>
Name and Title	Name and Title
1441 Constitution Blvd.	1441 Constitution Blvd
Salinas, CA 93906	Salinas, CA 93906
Address	Address
831-755-4194, Fax: 831-755-4138	(831) 755-4213
Phone	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.

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

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
Contracts/Purchasing Manager

Date: 2/15/05

By: [Signature]
Department Head (if applicable)

Date: 7-19-05

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
By: W. Allen Bidwell

County Counsel

Date: 05-13-05

Approved as to Fiscal Provisions
By: _____

Auditor/Controller

Date: RISK MANAGEMENT

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/

INSURANCE LANGUAGE

Approved as to Liability Provisions
By: [Signature]
Risk Management

Date: 8/11/05

County Board of Supervisors' Agreement Number: _____

By: _____
Contractor's Business Name*

Contractor's Business Name*

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

President)*

President

Name and Title

Date: 7-20-05

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

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

Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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.

¹ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

PROFESSIONAL SERVICES AGREEMENT NO. A-10502

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by between the NATIVIDAD MEDICAL CENTER VOLUNTEER AUXILIARY ("Auxiliary"), and NATHAN FUENTES ("Contractor").

RECITALS

A. The Auxiliary is a 401(c)(3) non-profit organization which requires management services to operate and administer the functions of the Auxiliary, its activities and programs.

B. Contractor is a duly qualified, experienced provider of such professional services, and is ready, able, and willing to perform the professional management services required by the Auxiliary, pursuant to the terms and conditions set forth in this Agreement.

C. The Auxiliary has concluded that by contracting with an individual who specializes in non-profit Auxiliary volunteer organizational management services, it can obtain a higher level of service, as well as a wider range of professional expertise, than if it were to hire an employee to perform the same or similar range of services for the Auxiliary.

D. Auxiliary and Contractor desire that Contractor provide at least those professional management services for the Auxiliary which are described below and on Exhibit "A", in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree to the following terms and conditions:

1. AUXILIARY SERVICES.

1.1 Space and Resources. Subject to availability and budgetary constraints, Auxiliary shall furnish sufficient space and adequate resources for its proper and efficient operation, and the accomplishment of the contractual objectives. It is understood that Contractor has sufficient resources outside the Auxiliary to permit Contractor to meet its other professional objectives. Auxiliary shall, at its sole cost and expense, keep and maintain equipment and instruments in good working order and repair.

1.2 Auxiliary Personnel. All Auxiliary personnel shall be subject to the administrative supervision of Contractor while carrying out direct contractual tasks, subject to the overall policy coordination of Auxiliary's Board of Directors. The administration of any compensation and personnel policies for any and all personnel employed by the Auxiliary shall be uniform and consistent with the recognized requirements of the work.

1.3 Supplies. Auxiliary shall, at its sole cost and expense, purchase such supplies as Auxiliary deems necessary, subject to budgetary constraints and availability.

2. CONTRACTOR'S PERFORMANCE.

2.1 Basic Services: Contractor agrees to perform during the term of the Agreement, the full and complete range of professional administrative and management services required for a hospital volunteer Auxiliary, as set forth (inter alia) in "EXHIBIT A" to this Agreement, which is incorporated herein by reference as though set forth in full; and by such reference is made a part of this Agreement. Contractor shall have the authority and responsibility to conduct, supervise and effectively manage the Auxiliary's day-to-day operations in accordance with all applicable laws, by-laws, regulations and rules, in a manner commensurate with accepted standards for professional management of a non-profit hospital volunteer organization in California. Contractor agrees to expend his best professional efforts in performing his obligations under this Agreement, and shall at all times act in good faith to ensure the Auxiliary will provide high quality volunteer services in this acute care public hospital setting. Contractor agrees to work constructively with the Auxiliary's Board of Directors and the Natividad Medical Center's Board of Trustees in carrying out his duties, responsibilities and obligations under this Agreement.

2.2 Agreement Performance Review. The Auxiliary's Board of Directors shall review the performance of Contractor's professional services under this Agreement not less than annually. Contractor's compensation may be adjusted based upon successful performance of the work plan submitted to and monitored by the Board of Directors, which will make specific periodic recommendations to the hospital's Board of Trustees for the purposes of coordination of activities, work plans and goals within the hospital setting.

2.3 Hours of Work. The Contractor shall perform work during those hours and days which are necessary to perform the full and complete range of services in a timely manner, as required by this Agreement. At Auxiliary's request, Contractor shall arrange to be physically present at the Auxiliary offices to provide professional services at least during those days and hours of the week which are mutually agreed upon by the parties. Contractor shall diligently attend to the business of the Auxiliary, including attendance at meetings and proper supervision of those individuals who report directly to him. The Contractor shall also attend periodic meetings of hospital Board of Trustees, as announced and/or necessary for the proper rendition of contractual services.

2.4 Contractor's Services Performed by Other Than Designated Agent. If professional services are performed under this Agreement by any individual other than the designated agent of Contractor, such individual must be designated in advance in writing by Contractor and approved by the Auxiliary prior to providing any

such services. Such approval by Auxiliary shall not be unreasonably withheld. Contractor's designated agent and each approved individual shall at all times fulfill the performance standards set forth in Section 2.1 hereof. The parties acknowledge and agree that Auxiliary shall have the right to decline the professional services of any individual, at any time within its sole discretion and without the need for compliance with any By-laws, rules, regulations, policies or procedures of the Auxiliary or with any other term of this Agreement.

2.6 Assurances of Non-Discrimination. Contractor shall ensure that his professional contractual services are neutrally rendered, without regard to any individual's race, ethnicity, religion, national origin, citizenship, age, sex, sexual preference, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for professional medical services rendered at the hospital.

2.7 Auxiliary By-laws, Rules and Regulations. Contractor shall provide the contractual services in strict accordance with all applicable laws and regulations, Auxiliary By-laws, rules, regulations, policies and procedures, with the hospital's By-laws and Rules and Regulations, and County Rules and Regulations. Such include, without limitation, all laws, rules and regulations of governmental authorities having jurisdiction over the Auxiliary, including, without limitation, all California Code of Regulations and federal and state laws applicable to the Auxiliary, its organization and operation.

2.8 Restrictions on Use. The Auxiliary premises shall be used solely for the normal conduct of professional services, and only in accordance with the terms and conditions of this Agreement. Except as provided hereinabove, no part of the Auxiliary office space, equipment, personnel or services provided by Auxiliary shall be used at any time by Contractor for any purpose inconsistent with the provisions of this Agreement.

2.9 Medical Records. Contractor shall ensure there shall be compliance at all times with all applicable laws, regulations and policies respecting the confidentiality of patient medical records.

2.10 Reports. All requested or necessary reports shall be made by Contractor to the County's Board of Supervisors, to the Natividad Medical Center's Board of Trustees, and/or to other groups and/or agencies, as is customary and proper, or as may be designated from time to time by the Board of Supervisors or the Board of Trustees.

3. INDEPENDENT CONTRACTORS.

3.1 In General. In the performance of the work, duties and obligations devolving upon Contractor, it is mutually understood

and agreed that the above parties are at all times acting and performing as independent contractors, and nothing in this Agreement shall be construed to create among County, Hospital, Auxiliary and Contractor an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Without limiting the foregoing, no offer or obligation of permanent employment with the Auxiliary, with the Hospital or with any department or agency of the County is intended or implied in any manner by this Agreement.

3.2 Control of Contractual Performance. Neither the County of Monterey, Natividad Medical Center nor the Auxiliary shall have or exercise any control or direction over the methods by which Contractor shall perform his work and functions. The sole interest of Auxiliary is to assure that the Auxiliary and its operations are managed and administered in a competent, efficient, coordinated and satisfactory manner, that the Hospital's patients receive timely, appropriate Auxiliary volunteer services, and that all applicable provisions or law and other rules and regulations of any and all governmental authorities relating to Hospital licensure and accreditation, regulation, and administration of hospitals, as well as those provisions relating to Auxiliary's organizational status as a 401(c)(3) non-profit entity are fully complied with by all parties hereto.

3.3 Business Expenses. Contractor's reasonable business expenses, when authorized and incurred within the course and scope of the professional services rendered pursuant to this Agreement, shall be reimbursed in accordance with current applicable Auxiliary policies.

3.4 Indemnity. Contractor shall have no claim under this Agreement, or otherwise, against County, Hospital or Auxiliary for employment compensation, workers compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, or any other employment benefits. It is expressly agreed by the parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of Auxiliary, Hospital or County. Contractor agrees to indemnify, defend and hold harmless Auxiliary and County from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against Auxiliary and/or County based upon any claim that Contractor has failed to make proper and timely payment of any of the required tax contributions for himself, his employees and/or for his purported agents or independent contractors.

3.5 The Auxiliary agrees to defend, indemnify, and save harmless the Contractor, to the extent provided by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death in connection with any claim for injury, loss or

damage made against the Auxiliary, its Directors, officers, employees and/or agents: (i) arising out of or connected with any negligent act or omission of the Auxiliary; or (ii) when the Contractor is acting within the course and scope of the contractual duties set forth herein, or implied of necessity from those contractual duties set forth herein.

3.6 Cooperation. If the Internal Revenue Service or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to Auxiliary, Hospital and/or County, the parties hereto mutually agree that: (i) each shall inform the other party hereto of such inquiry or challenge; and (ii) Auxiliary shall have the right to participate in any discussion or negotiation occurring with the agency, regardless of who initiated such discussions or negotiations. In the event the agency concludes that an independent contractor relationship does not exist, Auxiliary may terminate this Agreement effective immediately upon written notice.

4. NON-EXCLUSIVE SERVICES.

4.1 Non-Exclusivity. The professional services provided by Contractor hereunder are intended to be non-exclusive in nature. However, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those professional services described in this Agreement, to the extent necessary to serve the reasonably foreseeable needs for professional administrative services at Auxiliary.

4.2 Conflict of Interest. Contractor covenants that he presently has no interest and shall not acquire any interest 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. Contractor further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Commission or any other applicable state or county provision of law or regulation.

EPB
5. COMPENSATION. As full and total compensation for the performance of those Contractual Services set forth herein, including those in "Exhibit A," Auxiliary shall pay Contractor a fee of ~~refer to current PSt Amendment~~ Dollars (\$____,____.00) per year, payable in twelve (12) equal installments, each payable on or before the fifteenth day of each month during the term of this Agreement for those services provided in the immediately preceding month.

6. INSURANCE. Contractor shall not be required by the County to maintain either general or professional liability insurance coverage for the services to be performed pursuant to this Agreement. Contractor shall maintain such automobile liability insurance as is required by law for any automobile used by Contractor for the provision of contractual services.

7. TERM AND TERMINATION.

7.1 General Provision. Subject to the provisions contained herein, this Agreement shall remain in full force and effect for a period of two (2) years from the date of acceptance by both parties, and shall be annually renewable thereafter if the parties mutually agree to such renewal. Either party may terminate this Agreement without cause by giving the other party ninety (90) days' prior written notice. To the extent permitted by law, the expiration of this Agreement, or its earlier termination, shall not require compliance with any other procedures.

7.2 Termination With Cause. Either party may, at its option, cancel and terminate this Agreement for cause upon thirty (30) days' prior written notice upon the breach of any material term or condition of this Agreement, unless such breach is cured within such thirty (30) day cure period. In addition to the foregoing, Auxiliary may cancel and terminate this Agreement for cause: (1) upon the events specified below, immediately upon written notice to Contractor; or (2) in accordance with the provisions of Section 9 hereof. For purposes of this Agreement, "cause" for immediate termination by Auxiliary shall include a determination by Auxiliary Board of Directors or its designee that any of the following events has occurred:

(a) Contractor's designated agent is unable to perform his duties hereunder for a continuous period of sixty (60) days or more or for ninety (90) days or more in any six (6) month period during the term of this Agreement, when coupled with the inability of Contractor during that time period to designate another individual acceptable to Auxiliary's Board of Directors to perform the full range of services specified by this Agreement.

(b) Contractor fails to provide the professional services contemplated by this Agreement in accordance with the performance standards required by this Agreement, by applicable law, by the Auxiliary's or the Hospital's By-laws, rules or regulations; provided, however, that in arriving at its determination of such failure to provide provider or professional services under the required standards ("Determination"), the Auxiliary Board of Directors may, at its option and in its sole discretion, obtain the review and recommendation of an outside consultant who shall report to the Board of Directors on such matters relating to the Determination as may be requested, prior to the Board of Directors making its decision in the matter.

8. RIGHTS OF AUXILIARY UPON TERMINATION. Upon the expiration or earlier termination of the Agreement for any reason, Contractor shall immediately vacate and surrender to the Auxiliary any and all books, property and materials belonging to Auxiliary on the effective date of termination, whether located upon the Auxiliary premises or elsewhere.

9. ILLEGALITY. Notwithstanding anything to the contrary herein

contained, in the event performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the Hospital's full accreditation by the JCAHO or any other state or nationally recognized accreditation organization, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the the field of hospital volunteer organizations, the parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the parties are unable to reach agreement on such changes within thirty (30) days after initiating negotiations, Auxiliary may, at its option, terminate this Agreement upon thirty (30) days' prior written notice to the other party.

10. NOTICES. Notices under this Agreement shall be sent to the parties by personal delivery, by electronic facsimile, or by certified registered mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. Either party hereto may change its respective address by written notice in accordance with this Agreement.

Yolandal Benavente
 NATIVIDAD MEDICAL CENTER
 VOLUNTEER AUXILIARY
 1441 Constitution Blvd Bldg 860
 Salinas, CA 93906

Nathan Fuentes
 NATHAN FUENTES
 5013 PACIFIC OCEAN DR.
 STARBUCK, CA 95820

Contractor shall give prompt notice of any change of address.

11. WAIVER. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be changed therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

12. ASSIGNMENT.

12.1 Assignment by Contractor. Contractor shall not have the right to assign this Agreement nor to delegate any of the rights or obligations inuring to or imposed upon it herein except as otherwise provided hereinabove or unless expressly consented to in advance in writing by Auxiliary; and any attempted or purported assignment or delegation other than in accordance with this Section shall be null and void and of no effect.

12.2 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, 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.

13. RIGHT OF ENTRY AND INSPECTION.

13.1 Right to Enter. Auxiliary and Hospital shall have the right to enter the Auxiliary administrative offices at all times for the purposes of inspection, making repairs, cleaning the premises, or for any other reasonable purpose.

13.2 Right To Inspect. Upon reasonable prior written notice, Auxiliary and Hospital may inspect the books and records of Contractor which are necessary to determine compliance with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of the Contractor or the Auxiliary's offices.

14. VERIFICATION OF COSTS. If and to the extent required by Section 1395(x)(v)(1) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available upon written request to the Secretary of the United States Department of Health and Human Services, or upon the request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement.

Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a subcontractor, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

15. GENERAL PROVISIONS.

15.1 Confidentiality. Auxiliary, Hospital, Contractor, and any agent of Contractor shall each and all comply with all applicable federal and state laws and regulations regarding the confidentiality of any and all Hospital patient and/or Auxiliary

volunteer or employee records.

15.2 Governing Law. This Agreement shall be construed and enforced, in all respects, according to the laws of the State of California applicable to agreements made and to be performed wholly within this State, and the parties hereby agree that the courts within the County of Monterey shall be the proper venue for any dispute arising under this Agreement.

15.3 Partial Invalidity. Except as otherwise provided in Section 9 hereof, if any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

15.4 Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law and/or regulation, and shall be construed as cumulative; and no one of them is exclusive of any of the others, or of any right or priority allowed by law or regulation.

15.5 Attorneys' Fees. In the event either party to this Agreement initiates legal proceedings against the other party, the prevailing party shall recover from the other party such costs and reasonable attorneys' fees as the court may allow.

15.6 Counterparts. This Agreement, and any modification thereof, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.7 Integration. The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement, including the recitals and exhibits hereto, embodies the entire understanding between the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein. Without limiting the foregoing, this Agreement shall supersede all prior agreements between the parties as of the effective date hereof. This Agreement may be amended or modified only by a subsequent instrument in writing, signed by the party to be charged.

15.8 Survival. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations

hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

15.9 Time of Essence. The parties agree that time is of the essence throughout the term of this Agreement and any extension or renewal thereof, and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts, and shall not create a precedent for future such extension thereof.

15.10 Construction of Agreement. The parties agree that each party and its counsel have 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 hereto or exhibit herein or therein. To that end, it is understood and agreed by the parties hereto that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

15.11 Authority. Any individual executing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity.

15.12 Further Assurances. Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

15.13 No Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto.

15.14 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

15.15 Incorporation of Exhibits and Recitals. All exhibits and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in this Agreement by this reference as though at this point set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

DATED: 6-7-08


NATHAN FUENTES

NATIVIDAD MEDICAL CENTER
VOLUNTEER AUXILIARY

DATED: 06/07/08

BY Yolanda Benavente
Chair
Auxiliary Board of Directors

ATTACHMENT:

"EXHIBIT A": "Services to be Delivered"

APPROVED AS TO FORM
W. ALLEN BIDWELL OCT 13 1995
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

EXHIBIT "A"

Services to be Delivered

Overall management responsibility for planning, functioning and general administrative direction of Auxiliary to ensure compliance with established objectives, policies and goals in accordance with applicable law and regulations, and with recognized applicable national, state and community standards for non-profit hospital volunteer organizations, including:

Recruitment and training of volunteers

Gift shop, including selection and purchase of merchandise

Coffee shop, including purchase of goods and supplies

Tax preparation and returns for a §01(c)(3) non-profit organization

Accounting and financial ledger preparation

Grant preparation and submissions

**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.

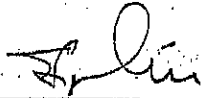
**REQUEST TO WAIVE COUNTY OF MONTEREY STANDARD
CONTRACT INSURANCE REQUIREMENTS**

Workers' Compensation Insurance Requirements

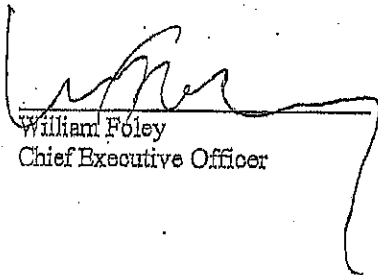
- Certificate of Liability Insurance (Accord Form)
- California Statutory Requirements
- Coverage Limits
- California Licensed Insurer

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 Weis
Chief Financial Officer



William Foley
Chief Executive Officer

Policy Number : D 34 756698 10/15
 Policy Effective Date: Apr. 15, 2012

Your Agent: Ainslie Loverde Ins (831) 443-4540

COVERAGE FOR VEHICLE # 2

2002 Toy. Truck Sequoia

COVERAGE	LIMITS		DEDUCTIBLE	PREMIUM
Automobile Liability Insurance			Not Applicable	\$78.60
• Bodily Injury	\$250,000	each person		
	\$500,000	each occurrence		
• Property Damage	\$100,000	each occurrence		
Uninsured Motorists Insurance for Bodily Injury	\$250,000	each person	Not Applicable	\$8.48
	\$500,000	each accident		
Automobile Medical Payments	\$5,000	each person	Not Applicable	\$6.72
Auto Collision Insurance Waiver of deductible applies	Actual Cash Value		\$250	\$64.22
Auto Comprehensive Insurance	Actual Cash Value		\$250	\$28.93
Total Premium for 02 Toy. Truck Sequoia				\$186.95

DISCOUNTS

Your premium for this vehicle reflects the following discounts:

Good Driver	20%	Multiple Policy	\$3.76	Distinguished Driver	\$42.32
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RATING INFORMATION

Your premium is determined based on certain information, including the following:
 The estimated number of miles that this vehicle is driven annually is 4,000 - 5,999. This vehicle is driven 3-9 miles to work/school, married male licensed 39 years

Important Note: The estimated annual mileage figure applicable to this vehicle for the expiring policy period was: 4,000 - 5,999. The estimated annual mileage figure applicable to this vehicle for the current policy period is: 4,000 - 5,999.

If any of the information shown above is incorrect or if it changes in the future, please notify Allstate promptly. A change in the information could result in a premium adjustment.

