

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

This Amendment No. 6 to Professional Services Agreement ("Agreement"), dated January 15, 2008 , is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and the Natividad Medical Foundation (Contractor), with respect to the following:

RECITALS

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

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

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

AGREEMENT

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

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

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

CONTRACTOR

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

Dated Oct. 1, 2012

Printed Name LINDA L. FORD

Title President and CEO, NMF

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

Dated Oct 6, 2012

Printed Name SYLVANA STRATTON

Title Treasurer

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

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

Dated _____

Signature [Signature]
NMC - CEO

Dated 10/9/12

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

By [Signature]
Deputy Attorney for County and NMC

Dated: 10/15, 2012

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

10-16-12

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

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

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

*Revenue is estimated for 2012 year-end.

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

RETURN ON INVESTMENT			
Year	NMF Core Operating Support	Total Revenue	ROI*
2008	\$360,000	\$2,141,022	494.73%
2009	\$384,737	\$1,717,609	346.44%
2010	\$414,500	\$2,105,527	407.97%
2011	\$611,822	\$1,593,926	160.52%
2012	\$676,602	\$2,295,566	239.28%
2013	\$631,887	\$2,753,729	335.79%
Total	\$3,079,548	\$12,607,379	240.49%

* ROI = (Gains - Cost)/Cost

Natividad Medical Foundation
2013 Justification

Line No.	Budget Item	Source of Funds							NMF 2013 BUDGET (Operating Only)	2012 MOU	2011 MOU	2010 MOU
		2013 MOU	Unrestr. Phil.	Restr. Phil.	Federal Grants	State Fiscal Mgt. Fees	Interest					
1	Salaries/Benefits	631,887	-	-	-	-	-	631,887	675,002	611,822	414,500	
2	NMF Salaries	503,482	-	-	-	-	-	503,482	488,936	-	-	
3	NMF Benefits	128,405	-	-	-	-	-	128,405	187,666	-	-	
4	NMC Touro Medical Interns	20,000	-	-	-	-	-	0	0	15,150	-	
5	Ryan White Peer Supporter	10,500	-	-	-	-	-	0	0	0	0	
6	NMC Physician - Medical Director of Health Promotion & Education	88,071	-	-	-	-	-	0	85,745	36,500	-	
7	Capital Campaign Feasibility Study	-	-	-	-	-	-	0	0	30,000	-	
8	Capital Campaign Campaign Counsel	-	-	-	-	-	-	0	0	24,000	-	
9	Joint NMC/NMF Community Relations	7,700	-	-	-	-	-	0	50,000	140,500	-	
10	NMC Federal Grants (SAMHSA) Year 4 Carryover (Oct. 2012 - March 2013)	40,000	-	-	-	-	-	0	-	-	-	
11	NMC Federal Grants (SAMHSA) Year 5 (Oct. 2012 to March 2013)	167,270	-	-	-	-	-	0	187,125	253,239	280,781	
12	Federal Grant Mgt. Fees (SAMHSA) Year 5 (Oct. 2012 to March 2013)	9,000	-	-	-	-	-	9,000	14,956	20,259	29,719	
13	Other Operating Expenses	-	260,000	-	-	10,758	-	276,758	-	-	-	
14	Restricted Philanthropy	-	-	1,820,000	-	-	-	-	-	-	-	
15	State Grants	-	-	-	117,471	-	-	-	-	-	-	
16	Other Government Grants & Contracts*	-	-	-	530,500	-	-	-	-	-	-	
17	Subtotal	974,428	260,000	1,820,000	647,971	10,758	6,000	917,645	1,014,428	1,131,470	725,000	

NMF Expense Budget = 917,645
 Total Funds Raised & Secured = 2,753,729
 Cost Per Dollar Raised & Secured = \$0.333

(excludes NMC expenses for medical interns, peer support for NIDO, joint NMC/NMF community relations, Medical Director for Health Promotion and Education, and gov't grants)

MOU less NMF Expense 342,541

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

MONTEREY COUNTY BOARD OF SUPERVISORS

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

RECOMMENDATION:

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

SUMMARY:

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

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

DISCUSSION:

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

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

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

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. The Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

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

Prepared by:

Carol Adams 755-4175
Assistant Administrator
October 24, 2011

Harry Weis
Chief Executive Officer

Attachments: 2008-2012 Summary, Amendments 5, 4, 3, 2, 1, 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-11102

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

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

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

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

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

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on December 6, 2011.

Dated: December 13, 2011

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

By [Signature] Deputy

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

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

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

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

CONTRACTOR

Signature 1 Linda L. Ford

Dated 10/24/11

Printed Name LINDA L. FORD

Title Pres & CEO, NMF

Signature 2 _____

Dated _____

Printed Name _____

Title _____

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

NATIVIDAD MEDICAL CENTER

Signature [Signature]
Purchasing Manager

Dated 1-11-12

Signature [Signature]
NMC - CEO

Dated 10/26/11

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

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

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey
11-2-11

Dated: 11/4, 2011

Attachment A
Scope of Service, Payment and Additional Provisions

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

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

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

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

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

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

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

*Revenue is estimated for 2011 year-end.

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

* ROI = (Gains - Cost)/Cost

MONTEREY COUNTY BOARD OF SUPERVISORS

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

RECOMMENDATION:

It is recommended that the Board of Supervisors:

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

SUMMARY:

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

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

DISCUSSION:

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

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

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

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

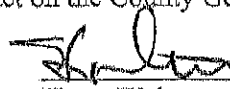
OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

Report Prepared by: Carol Adams
753-4175
Date: November 16, 2010



Harry Weis
Hospital Chief Executive Officer

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

Agreement No.: A-11102

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

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

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

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

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

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on January 11, 2011.

Dated: January 18, 2011

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

By Donise Hancock
Deputy

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

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

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

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

CONTRACTOR

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

NATIVIDAD MEDICAL CENTER

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

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

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

Dated: 12/5, 2010

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

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

Agreement No: A - 11102

Approve and authorize the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement between NMC and the Natividad Medical Foundation (NMF) for Philanthropic Services in an amount not to exceed \$747,500 for the period January 1, 2010 to December 31, 2010 (a decrease of \$87,500 from the previous year) and \$1,992,500 in the aggregate lifetime to date, to provide philanthropic services, defined as fundraising, community outreach in connection with fundraising, preparing and submitting foundation grant applications, administering current/future foundation grants, providing administrative and fiscal oversight expertise of secured federal grant awards and support & coordinate NMC/NMF joint public relations in support of NMC's strategic plan.

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present, effective December 15, 2009, the Board hereby:

Approved and authorized the Purchasing Manager of Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement between NMC and the Natividad Medical Foundation (NMF) for Philanthropic Services in an amount not to exceed \$747,500 for the period January 1, 2010 to December 31, 2010 (a decrease of \$87,500 from the previous year) and \$1,992,500 in the aggregate lifetime to date, to provide philanthropic services, defined as fundraising, community outreach in connection with fundraising, preparing and submitting foundation grant applications, administering current/future foundation grants, providing administrative and fiscal oversight expertise of secured federal grant awards and support & coordinate NMC/NMF joint public relations in support of NMC's strategic plan.

PASSED AND ADOPTED this 15th day of December, 2009, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Calcagno, Parker, Petter
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 December 15, 2009.

Dated: December 21, 2009

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

By _____

Deputy

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

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

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

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

CONTRACTOR

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

NATIVIDAD MEDICAL CENTER

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

Approved as to Legal Form:

Charles J. McKee, County Counsel

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

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

Dated: 11/30, 2009

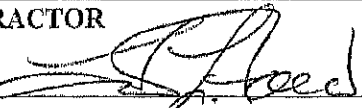
**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Natividad Medical Foundation AND
THE NATIVIDAD MEDICAL CENTER
FOR
Philanthropic SERVICES**

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

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


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

CONTRACTOR

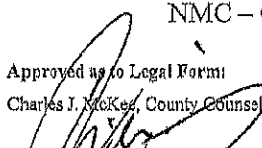
Signature  Dated 5/14/09
 Printed Name Linda L. Ford Title President & CEO

NATIVIDAD MEDICAL CENTER

Signature _____ Dated _____
 Purchasing Manager

Signature  Dated 5/21/09
 NMC - CEO

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

By 
 William Litt, Deputy
 Attorneys for County and NMC

Dated: 6/1, 2009

Reviewed as to fiscal provisions

 Auditor-Controller
 County of Monterey 6-1-09

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

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

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

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

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

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

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

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

NOES: None

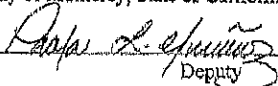
ABSENT: None

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

Dated: January 13, 2009

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

By


Deputy

(Original Agreement No. (A-11102))

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

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

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

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

CONTRACTOR

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

NATIVIDAD MEDICAL CENTER

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

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

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

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

Dated: 1/5, 2008 19

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

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

Agreement No: A-11102

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

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

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

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

AYES: Supervisors Armenta, Salinas and Potter
NOES: None
ABSENT: Supervisor Caloagno

I, Lew C. Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on January 15, 2008.

Dated: January 31, 2008

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

By 
Denise Pennell, Deputy

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

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

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

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

Exhibit A Scope of Services

Exhibit B Compensation and Additional Provisions

5. **PERFORMANCE STANDARDS.**

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

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

*Approved by County Board of Supervisors on _____

Revised PSA Form More Than \$100,000

1 of 3 Contractor: Natividad Medical Foundation
Not to Exceed Amount \$410,000.00
Requisition or PO #:

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

6. PAYMENT CONDITIONS.

6.01. NMF shall submit to the NMC CEO or his/her designee an invoice on a form acceptable to County and NMC. If not otherwise specified, NMF may submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by NMF for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as NMC may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

7. TERMINATION.

7.01. During the term of this Agreement, NMC or NMF may terminate the Agreement for any reason by giving written notice of termination to the other party at least 120 days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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

8. INDEMNIFICATION.

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

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

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

9.02 Qualifying Insurers:

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

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

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

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

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

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

Workers' Compensation Insurance, if NMF employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, NMF shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 Other Insurance Requirements.

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

With the exception of insurance provided by NMC pursuant to Exhibit B, each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

With the exception of insurance provided by NMC pursuant to Exhibit B, commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of NMF'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by NMC and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by NMF'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, NMF shall file certificates of insurance, with NMC's CEO or his/her designee and County's Contracts/Purchasing Division, showing that NMF has in effect the insurance required by this Agreement. NMF shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. NMF and its officers, employees, agents, volunteers, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. NMF shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits NMF to disclose such records or information. NMF shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. NMF shall not use any confidential information gained by NMF in the performance of this Agreement except for the sole purpose of carrying out NMF's obligations under this Agreement.
- 10.02 County/NMC Records. When this Agreement expires or terminates, NMF shall return to County and/or NMC any County/NMC records which NMF used or received from County, NMC, or any other source to perform services under this Agreement.
- 10.03 Maintenance of Records. NMF shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. NMF shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then NMF shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. NMC and the County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of NMF and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or County or as part of any audit of NMC or County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. NMF shall not publish any such material without the prior written approval of County and NMC.

11. NON-DISCRIMINATION. During the performance of this Agreement, NMF, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in NMF's employment practices or in the furnishing of services to recipients. NMF shall ensure that the evaluation and treatment of its employees, applicants for employment, volunteers, and all persons receiving and requesting services are free of such discrimination. NMF and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, NMF will comply with all the provisions of said contract, to the extent applicable to NMF as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to NMF, at no cost to NMF.

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

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

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

15. **MISCELLANEOUS PROVISIONS.**

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

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

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

- 15.04 Contractor. The term "NMF" as used in this Agreement includes NMF's officers, agents, employees, and volunteers acting on NMF's behalf in the performance of this Agreement.
- 15.05 Disputes. NMF and NMC shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. NMF shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, NMF shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and NMF under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and NMC expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. NMC and NMF agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of NMC or NMF represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including Exhibits A and B, represent the entire Agreement between NMC and NMF with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and NMF as of the effective date of this Agreement, which is the date that the authorized representative of the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

COUNTY OF MONTEREY,
and Natividad Medical Center

By: [Signature]
Purchasing Manager

Date: 2/26/08

By: [Signature]
Chief Executive Officer, NMF

Date: DEC 17 2007

By: _____
Chair, Board of Supervisors

Date: _____

Approved as to Form

By: W. Allen Bidwell
Deputy County Counsel

Date: 12-20-2007

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

Natividad Medical Foundation

[Signature]
Natividad Medical Foundation

Contractor's Business Name*

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

Linora Ford, Executive Director
Name and Title

Date: _____

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

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

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

Exhibit A
Scope of Services

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

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

Exhibit B
Compensation and Additional Provisions

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

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

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

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

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