

**AMENDMENT NO. 4
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CME Consultants AND
THE NATIVIDAD MEDICAL CENTER
FOR
Medical Education Accredited Program for Physicians**

The parties to Professional Services Agreement ("Agreement"), dated July 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CME Consultants (Contractor), hereby agree to amend their Agreement (No. A-12000) on the following terms and conditions:

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

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

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

1. Exhibit A to the Agreement is replaced with Amendment-4 to Exhibit A, attached to this Amendment. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-4 to Exhibit A.
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 \$50,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-12000) shall not exceed the total sum of \$185,000 for the full term of the Agreement.*"
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2008 to June 30, 2009 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2008 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, and 3 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-12000).
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 Judy P. Hyle Dated 4/5/12
Printed Name JUDY P. HYLE Title CEO
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 _____ Dated _____
Purchasing Manager
Signature [Signature] Dated 4/6/12
NMC - CEO

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

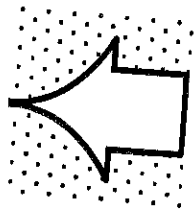
By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 4/23, 2012

Reviewed (as to fiscal provisions)

[Signature]
Auditor-Controller
County of Monterey

4-24-12



Amendment-4 to EXHIBIT A

CONSULTANT'S services to NMC include, but are not limited to:

1. PROVIDE OVERALL EXPERTISE RELATIVE TO ACCREDITATION AND MAKE APPLICATION TO IMQ
2. EDUCATE CME COMMITTEE AS TO ACCREDITATION ESSENTIALS, I.E., NEEDS ASSESSMENT, EVALUATION, DOCUMENTATION, ETC. AS NEEDED
3. RESPONSIBLE FOR EACH CME COMMITTEE MEETING AGENDA PACKET (agenda, previous minutes, memos, evaluation summaries, etc.)
4. ATTEND EACH CME COMMITTEE AS STAFF PERSON (via phone conference)
5. PREPARE MINUTES OF EACH CME COMMITTEE AND FOLLOW UP WITH MEMOS, ETC.
6. ASSIST CME COMMITTEE IN THE DEVELOPMENT OF PLANNING AND ACTIVITY FORMS AND POLICIES
7. COORDINATE ALL ASPECTS OF CME ACTIVITIES FROM NEED ASSESSMENT THROUGH OUTCOMES
8. PARTICIPATE ACTIVELY IN RAISING GRANT MONEY FOR THE CME PROGRAM
9. MAINTAIN ALL RECORDS RELATING TO CME ACCREDITATION
10. BE AVAILABLE BY PHONE MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M.

CONSULTANT shall receive instructions and directions regarding the performance under this agreement from NMC's CME Committee Chair and Director of Medical Staff Services.

11. CONSULTANT may assist NMC in obtaining the services of speakers; however under no circumstances may CONSULTANT enter into or bind NMC to any agreements or contracts other than faculty arrangements based on Honorarium Policy. Upon prior written approval by NMC, NMC shall pay all speaker honoraria.
12. For services rendered under this Agreement, CONSULTANT shall be entitled to a fee of:
 - One Thousand Six Hundred Dollars (\$1,600.00) per month as a base fee.
 - For each 1 hour activity/speaker arranged there will be an additional fee of Four-Hundred dollars (\$400.00).
 - For each session of a regularly scheduled series (Tumor Board, M&M, Journal Club, etc., there will be a fee of Seventy-Five dollars (\$75.00).
13. None of the provisions of this Agreement are intended to create any partnership, joint venture, agency, employment, representative, or any other relationship other than that of independent contractors.

14. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California.
15. This Agreement contains the entire understand of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, and all other communications between the parties relating to such subject matter. The Agreement may not be amended or modified except by mutual written agreement.
16. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior notice to the other party.

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	June 7, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement (SC1028) with CME Consultants for Medical Education Accredited Program for Physicians Services at NMC in an amount not to exceed \$155,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement (SC1028) with CME Consultants for Medical Education Accredited Program for Physicians Services at NMC in an amount not to exceed \$155,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.

SUMMARY/DISCUSSION:

The purpose of an accredited Continuing Medical Education (CME) program for the Medical Staff at Natividad Medical Center (NMC) is to support, foster, and direct comprehensive, cost-effective high quality patient care. The CME program is designed so that it disseminates current, relevant practical, evidence-based medical and scientific information to the Medical Staff so that knowledge, competence and/or performance gaps will be eliminated. The program consists of varied educational activities throughout the year, utilizing clinical experts providing lectures, case presentations or panels. The CME program is foundational in helping eliminate health disparities in the unique patient population served by NMC. NMC's CME program is accredited by the Institute for Medical Quality (IMQ), a subsidiary of the California Medical Association (CMA).

CME Consultants has provided consultation services to NMC since July 2008 in order to maintain an accredited CME program. The IMQ accreditation standards for a CME program have increased in number and complexity since 2007 and NMC lacks internal resources and expertise to maintain the CME program. NMC had a very successful accreditation survey in 2010 due to the support and coordination provided by CME Consultants. CME Consultants' services include: education of the NMC CME Committee regarding accreditation essentials, coordination of each CME Committee meeting (develop the agenda, take minutes, perform meeting follow-up) via telephone conference, maintain documentation of activity planning, assist in raising grant money, assist NMC in obtaining the services of speakers, and maintain all records relating to CME accreditation.

It is recommended that the agreement with CME Consultants be renewed and the dollar amount for the agreement be increased for FY 2012 by \$5,000 to \$30,000 to meet the ongoing CME needs of NMC.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

Prepared by:

Jane Finney, Administrator 755-4095
April 27, 2011

Harry Weis
Chief Executive Officer

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

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

Agreement No. A-12000

Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute Amendment #3 to)
the Agreement (SC1028) with CME Consultants for)
Medical Education Accredited Program for Physicians)
Services at NMC in an amount not to exceed \$155,000
in the aggregate and \$30,000 for the period July 1,
2011 to June 30, 2012.....

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to
execute Amendment #3 to the Agreement (SC1028) with CME Consultants for
Medical Education Accredited Program for Physicians Services at NMC in an
amount not to exceed \$155,000 in the aggregate and \$30,000 for the period July
1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 14th day of June, 2011, by the following vote, to wit:

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

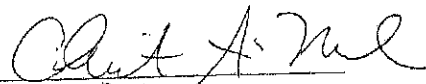
NOES: None

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 June 14, 2011.

Dated: June 17, 2011

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 CME Consultants AND
THE NATIVIDAD MEDICAL CENTER
FOR
Medical Education Accredited Program for Physicians**

The parties to Professional Service Agreement, dated July 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CME Consultants (Contractor), hereby agree to renew their Agreement No. (SC1028) 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. (SC1028).
2. This Renewal Amendment shall become effective on July 1, 2011 and shall continue in full force and extending the term date until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC1028) shall not exceed the total sum of \$155,000 for the full term of the Agreement and \$30,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC1028).

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 Judy P. Hyle Dated 3/23/11
 Printed Name JUDY P. HYLE CCMEP Title CEO

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 7-18-11
 Purchasing Manager

Signature [Signature] Dated 4/14/11
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

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

Dated: 4/20, 2011

Reviewed as to fiscal provisions

[Signature]
 Auditor-Controller
 County of Monterey 4-22-11

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN CME Consultants AND
THE NATIVIDAD MEDICAL CENTER
FOR
Medical Education Accredited Program for Physicians**

The parties to Professional Service Agreement, dated July 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CME Consultants (Contractor), hereby agree to renew their Agreement No. (BPO519) 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. (BPO519).
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. (BPO519) shall not exceed the total sum of \$125,000 for the full term of the Agreement and \$25,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO519).

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 Judy P. Hyle Dated 6/28/10
 Printed Name JUDY P. HYLE Title CEO

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 7/19/10
 Purchasing Manager
 Signature [Signature] Dated 7/1/10
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By Stacy Saetta
 Stacy Saetta, Deputy
 Attorneys for County and NMC

Dated: 7/14, 2010

Reviewed as to fiscal provisions
[Signature]
 Auditor-Controller
 County of Monterey 7-15-10

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN CME Consultants AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Continuing Medical Education Accredited Program for Physicians

The parties to Professional Service Agreement, dated July 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CME Consultants (Contractor), hereby agree to renew their Agreement No. (B960975044) 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. (B960975044).
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. (B960975044) shall not exceed the total sum of \$100,000 for the full term of the Agreement and \$50,000 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. (B960975044).

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 Judy P. Hyle Dated 4/10/09
 Printed Name Judy P. Hyle, CMEP Title President

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 5/25/09
 Purchasing Manager
 Signature [Signature] Dated 4/12/09
 NMC - CEO

Approved as to Legal Form:
 Charles J. McKee, County Counsel
 By [Signature]
 William Litt, Deputy
 Attorneys for County and NMC

Reviewed as to Fiscal Provisions
[Signature] Dated: 5/11 2009
 Auditor/Controller
 County of Monterey
 5-11-09

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and CME Consultants

hereinafter "CONTRACTOR").

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

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Continuing Medical Education Accredited Program for physicians at Natividad Medical Center.

1. **PAYMENTS BY NMC.** NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$50,000.00

2. **TERM OF AGREEMENT.** The term of this Agreement is from Jul 1, 2008 to Jun 30, 2009 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. **PERFORMANCE STANDARDS.**

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

4.2. 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.

4.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. 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 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.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6. TERMINATION.

6.1. During the term of this Agreement, NMC 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.

6.2. NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

8. INSURANCE.

8.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

8.2. 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 that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

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

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

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

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

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

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

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

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

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

8.4. Other Insurance Requirements:

All insurance required by this Agreement 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 CONTRACTOR completes its performance of services under this Agreement.

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 insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

9.1. 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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 9.3. 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.
- 9.4. Access to and Audit of Records . NMC 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 NMC or as part of any audit of NMC, 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.
- 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.
10. **NON-DISCRIMINATION**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full 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.
11. **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, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
12. **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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 an 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<p>FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager</p> <hr/> <p>Name</p> <hr/> <p>1441 Constitution Blvd. Salinas, CA. 93906</p> <p>Address</p> <hr/> <p>831.755.4111</p> <p>Phone</p>	<p>FOR CONTRACTOR:</p> <p><u>JUDY P. HYLE</u> <i>President</i></p> <p>Name and Title</p> <hr/> <p><u>8880 Benson Ave., 5-122</u> <u>Monterey</u> Address CA 91763</p> <hr/> <p><u>909. 920. 5877 x 21</u></p> <p>Phone</p>
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14. MISCELLANEOUS PROVISIONS.

- 14.1. 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.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.
- 14.4. 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.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC 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.
- 14.8. Compliance with Applicable Law . The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC 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.
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- 14.14. 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.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. 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.

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 1-5-09

By: [Signature]
Department Head (if applicable)

Date: DEC 17 2008

By: [Signature]
William Litt
Deputy County Counsel

Date: 12/23/08

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Date: 12-23-08

CONTRACTOR

HYLE CORP. dba CME Consultants
Contractor's Business Name***

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

JUDY P. HYLE President
Name and Title

Date: 12/16/08

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

Judy P. HYLE Treasurer
Name and Title

Date: 12/11/08

***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.

EXHIBIT A

CME CONSULTANTS

1. Consultant's services to Natividad Medical Center include, but not limited to:
2. Provide over all expertise relative to accreditation and make application to IMQ.
 - a. Educate CME Committee as to accreditation essentials, i.e., needs assessment, evaluation, documentation, etc. as needed.
 - b. Responsible for each CME Committee Meeting Agenda Packet (agenda, previous minutes, memos, evaluation summaries, etc.)
 - c. Attend each CME Committee as staff person (via phone conference).
 - d. Prepare Minutes of each CME Committee and follow up with memos, etc.
 - e. Assist CME Committee in the development of planning and activity forms and policies.
 - f. Coordinate all aspects of CME activities from need assessment through outcomes.
 - g. Participate actively in raising grant money for the CME Program.
 - h. Maintain all records relating to CME Accreditation
 - i. Be available by phone Monday through Friday between the hours of 9:00 A.M. and 5:00 P.M.
3. Consultant shall receive instructions and directions regarding the performance under this Agreement from NMC's CME Committee Chair and Director of Medical Staff Services.
- ~~4. Consultant may assist NMC in obtaining the services of speakers; however under no circumstances may Consultant enter into or bind NMC to any agreements or contracts other than that faculty arrangement based on Honorarium Policy. Upon prior written approval by an authorized person to bind NMC, NMC shall pay all speaker honoraria consistent with all applicable Monterey County Policies, including but not limited to the Monterey County Travel Policy.~~
5. For Services Rendered under this Agreement Consultant shall be entitled to a fee of:
 - a. One Thousand Three Hundred Dollars (\$1,300.00) per month as a base fee.
 - b. For each CME Activity/speaker arranged there will be an additional fee of Three-Hundred Dollars (\$300.00)
 - c. For each standing activity (Tumor Board, M&M, Journal Club, etc., there will be a fee of Fifty Dollars (\$50.00).
6. In addition, all out-of-pocket expenses incurred by Consultant from the Montclair office for photocopying, postage, telephone, etc. shall be reimbursed by NMC upon receipt of an itemized invoice. An invoice shall be submitted by Consultant to the Director of Medical Staff Service at NMC on the 1st of each month, beginning July 1, 2008 for the services and expenses incurred the preceding month. Payment shall be according to section 6 of the attached NMC Professional Services Agreement (PSA).
7. None of the provisions of this Agreement are intended to create any partnership, joint venture, agency, employment, representative, or any other relationship other than that of independent contractors.

8. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California.
 9. This Agreement, in conjunction with the NMC PSA, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, and all other communications between the parties relating to such subject matter. The Agreement may not be amended or modified except by mutual written agreement.
 10. The Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior notice to the other party.
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2012

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

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


 PRODUCER STATE FARM INSURANCE MARK NORTON, AGENT 2144 BONITA AVENUE LA VERNE CA 91750	CONTACT NAME: STATE FARM INSURANCE PHONE (A/C, No. Ext): 909-593-4545 E-MAIL ADDRESS:	FAX (A/C, No): 909-596-8247
	INSURER(S) AFFORDING COVERAGE	
INSURED HYLE CORPORATION DBA CME CONSULTANTS 8880 BENSON AVE STE 122 MONTCLAIR CA 91763-1661	INSURER A: State Farm General Insurance Company NAIC # 25151	
	INSURER B: State Farm Mutual Automobile Insurance Company NAIC # 25178	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			92-BP-C977-1 G	09/23/2011	09/23/2012	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	AUTOMOBILE LIABILITY			W32 0436-E01-75J	11/01/2011	05/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$ 100,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$ 300,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$ 100,000
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			92-BZ-L759-3 F	07/01/2011	07/01/2012	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A					
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER Natividad Medical Center 1441 Constitution Blvd. Salinas, CA. 93906	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No. 92-00-7000-6 0

Named Insured: Nyle Corporation
DBA CME CONSULTANTS

Additional Insured (Include address):

The County of Monterey, its agents, officers and employees as additional insureds with respect to liability arising out of the contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the county and that the insurance of the additional insureds shall not be called upon to contribute to a loss covered by the contractor's insurance.

County of Monterey
Contracts/Purchasing Department
168 West Alisal Street 3rd floor
Salinas, CA 93901

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an Insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for the Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

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SECTION II ADDITIONAL INSURED ENDORSEMENT



Policy No. 200-3125-018-75

Named Insured: Hyle Corporation
DBA CME CONSULTANTS

Additional Insured (include address):

The County of Monterey, its agents, officers and employees as additional insureds with respect to liability arising out of the contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the county and that the insurance of the additional insureds shall not be called upon to contribute to a loss covered by the contractor's insurance.

County of Monterey
Contract/Purchasing Department
160 West Alisal Street 3rd Floor
Salinas, CA 93901

WHO IS AN INSURED, under SECTION I (DEFINITION OF INSURED), is intended to include as an insured the Additional Insured shown above, but only to the extent and liability indicated on that Additional Insured entry because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

* The Primary Insurance coverage below applies only when there is an "X" in the box.

- Primary Insurance: The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

FB-2007

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