

**AMENDMENT NO. 4**  
**FOR PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN Armanasco Public Relations Inc. AND**  
**THE NATIVIDAD MEDICAL CENTER**  
**FOR**  
**Strategic Public Relations Services**

The parties to Professional Services Agreement ("Agreement"), dated November 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Armanasco Public Relations Inc. (Contractor), hereby agree to amend their Agreement (No. A-11848) 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 amended the Agreement previously on July 1, 2009 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, and on June 1, 2011 via Amendment No.3.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-11848).
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 \$65,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11848) shall not exceed the total sum of \$235,000 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 November 1, 2008 to June 30, 2009 sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from November 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. A11848).
6. The effective date of this Amendment is July 1, 2012.

  
3/22/12

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  Dated 3/22/12  
Printed Name David G. Armanasco Title President  
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.

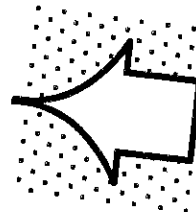
**NATIVIDAD MEDICAL CENTER**

Signature \_\_\_\_\_ Dated \_\_\_\_\_  
Purchasing Manager  
Signature  Dated 4/16/12  
NMC - CEO

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

By \_\_\_\_\_  
Stacy Sietta, Deputy  
Attorneys for County and NMC

Dated: \_\_\_\_\_, 2012



**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>June 14, 2011</b>	<b>AGENDA NO.:</b>	
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement (#A-11848) with Armanasco Public Relations for Media Relations and Strategic Counsel Services at NMC in an amount not to exceed \$235,000 in the aggregate and \$25,000 for the period July 1, 2011 to July 30, 2012.		
<b>DEPARTMENT:</b>	Natividad Medical Center <i>juw</i>		

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement (#A-11848) with Armanasco Public Relations for Media Relations and Strategic Counsel Services at NMC in an amount not to exceed \$235,000 in the aggregate and \$25,000 for the period July 1, 2011 to July 30, 2012.

**SUMMARY/DISCUSSION:**


Armanasco Public Relations, Inc. (APR), an affiliate of Hill & Knowlton, is a full service public relations firm in Monterey County that brings a diverse wealth of experience and skills to strategic public relations services for NMC and the Natividad Medical Foundation (Foundation). APR has assisted NMC and the Foundation since 2008 in the areas of media relations, media training community outreach and awareness building, and reputation management services during a critical time in the revitalization of NMC. NMC will continue to use APR for strategic community outreach services in connection with growth goals and enhanced public awareness of NMC's organizational successes. This Agreement is not exclusive as NMC has agreements with other firms for public relations consultation


**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 \$25,000 and is included in the 2011/2012 Fiscal Year Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:   
Carol Adams, Administrator 755-4175  
April 13, 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-11848

Authorize the Purchasing Manager for Natividad Medical )  
Center (NMC) to execute Amendment #3 to the Agreement )  
(A-11848) with Armanasco Public Relations for Media )  
Relations and Strategic Counsel Services at NMC in an )  
amount not to exceed \$235,000 in the aggregate and \$25,000 )  
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 (A-11848) with Armanasco Public Relations for Media Relations and Strategic Counsel Services at NMC in an amount not to exceed \$235,000 in the aggregate and \$25,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 14<sup>th</sup> 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 14, 2011

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

By Clint A. Mel  
Deputy

**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Armanasco Public Relations Inc. AND  
THE NATIVIDAD MEDICAL CENTER**

**FOR**


**Media Training/Media Kit Material Development/Media Relations and Strategic Counsel Services**

The parties to Professional Service Agreement, dated November 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Armanasco Public Relations Inc. (Contractor), hereby agree to renew their Agreement No. (A-11848) 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-11848).
2. This Renewal Amendment shall become effective on June 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. (A-11848) shall not exceed the total sum of \$235,000 for the full term of the Agreement and \$25,000 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. (A-11848).

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**

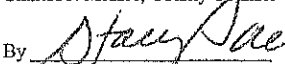
Signature  Dated 3/18/11  
 Printed Name David Armanasco Title President

**NATIVIDAD MEDICAL CENTER**

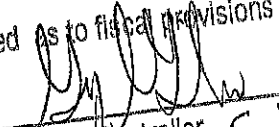
Signature \_\_\_\_\_ Dated \_\_\_\_\_  
 Purchasing Manager  
 Signature  Dated 4/12/11  
 NMC - CEO

**Approved as to Legal Form:**

Charles J. McKee, County Counsel

By   
 Stacy Saetta, Deputy  
 Attorneys for County and NMC

Dated: 5/18, 2011

Reviewed As to fiscal provisions  
  
 Auditor-Controller  
 County of Monterey 5-18-11

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>September 14, 2010</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #2 to the Agreement with Armanasco Public Relations Inc. (APR) for strategic public relations services at NMC in an amount not to exceed \$205,000 (an increase of \$50,000) for the period July 1, 2010 to June 30, 2011.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #2 to the Agreement with Armanasco Public Relations Inc. (APR) for strategic public relations services at NMC in an amount not to exceed \$205,000 (an increase of \$50,000) for the period July 1, 2010 to June 30, 2011.

**SUMMARY/DISCUSSION:**

Armanasco Public Relations, Inc. (APR), an affiliate of Hill & Knowlton, is a full service public relations firm in Monterey County that brings a diverse wealth of experience and skills to strategic public relations services for Natividad Medical Center (NMC) and the Natividad Medical Foundation (Foundation). APR has assisted NMC and the Foundation since 2008 in the areas of media relations, media training, community outreach and awareness building, and reputation management services during a critical time in the revitalization of NMC. NMC will continue to use APR for strategic community outreach services in connection with growth goals and enhanced public awareness of NMC's organizational successes. This Agreement is not exclusive as NMC has agreements with other firms for public relations consultation.

**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 \$50,000 and is included in the 2010/2011 FY approved budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Carol Adams, Administrator  
August 16, 2010

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

Attachments: Amendment #1 & 2, Agreement, Board Order

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

**Agreement No: A - 11848**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) )  
to execute Amendment No. 2 to the Agreement with Armanasco Public )  
Relations Inc. (APR) for strategic public relations services at NMC in an )  
amount not to exceed \$205,000 (an increase of \$50,000) for the period )  
July 1, 2010 to June 30, 2011. )

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement with Armanasco Public Relations Inc. (APR) for strategic public relations services at NMC in an amount not to exceed \$205,000 (an increase of \$50,000) for the period July 1, 2010 to June 30, 2011.

~~PASSED AND ADOPTED~~ this 14<sup>th</sup> day of September, 2010, by the following vote, to wit:

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

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on September 14, 2010.

Dated: September 16, 2010

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

By \_\_\_\_\_

Deputy

RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Armanasco Public Relations Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR


Media Training/Media Kit Material Development/Media Relations and Strategic Counsel Services

The parties to Professional Service Agreement, dated November 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Armanasco Public Relations Inc. (Contractor), hereby agree to renew their Agreement No. (BPO163) 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. (BPO163). Additionally, Contractor will provide the services described in Attachment A attached to this Amendment #2.
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. (BPO163) shall not exceed the total sum of \$205,000 for the full term of the Agreement and \$50,000 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. (BPO163).

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.

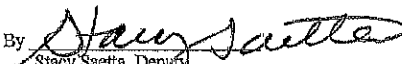
CONTRACTOR


Signature  Dated July 29, 2010  
 Printed Name David E. Armanasco Title President

NATIVIDAD MEDICAL CENTER

Signature  Dated 8/9/10  
 Purchasing Manager  
 Signature Andrew Rosenberg for Harry Weis Dated 8/9/10  
 NMC - CEO

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

By   
Stacy Saetta, Deputy  
Attorneys for County and NMC

Reviewed (as to legal provisions) dated: 8/13, 2010  
  
 Auditor-Controller  
 County of Monterey 8-13-10



**Armanasco**  
PUBLIC RELATIONS INC.

**Armanasco Public Relations, Inc.  
Natividad Medical Center Scope of Work  
July 1, 2010 – June 30, 2011**

Submitted to: Carol Adams

June 16, 2010

**Company Contact:**  
David Armanasco  
President  
Armanasco Public Relations, Inc.  
Tel: 831.372.2259 Fax: 831.372.4142  
Email: [darmanasco@armanasco.com](mailto:darmanasco@armanasco.com)

## Background

Natividad Medical Center has become the Monterey County health care success story reminiscent of the "Phoenix rising from the ashes". Just a few years ago when the economy was continuing its upward momentum Natividad was viewed as Monterey County's "bleeding wound". Broadcast and print media were full of stories of a hospital in serious trouble.

Through dedicated County leadership, cooperation with CHOMP and SYMH and a new management team the turn around of Natividad's performance and image has been remarkable. The new executive management team has demonstrated that its leadership, knowledge and experience has through good communication, strict disciplined accounting practices, community outreach, dedicated medical professionals and high quality patient care brought a shining light on a rising health care star!

Natividad has become a story which can serve as a model to inspire greater donor and community support. The story of Natividad is one of national importance in a health care world of diminishing resources.

Armanasco Public Relations Inc is prepared to continue as a strategic member of the Natividad team to share the story and support the mission of Natividad Medical Center.

## Purpose and Objective

The following outlines the scope, deliverables and budget for Armanasco Public Relations (APR) and our team of professionals to continue to provide professional public relations services for Natividad Medical Center.

The objectives of the activities are to:

**Increase** regional and national awareness of Natividad Medical Center.

**Highlight** the positive changes that have taken place at the hospital, the quality of care and the vision going forward.

**Position** the Natividad Medical Center as a quality leader in the delivery of health care and patient services.

**Create** relationships that can open doors and additional opportunities.

## Strategies

**Media Relations:** In order to expand the reach of Natividad Medical Center's story within regional and national media circles, we will develop strategic pitch angles and feature story ideas.

**Media Training:** Additional media training for new physicians and team members will benefit Natividad Medical Center and will prepare the hospital for future sources of expertise.

**Health Care Issues Communication:** Engage in strategic communication planning for health care reform.

**Reputation Management:** APR will continue to work with Natividad Medical Center to introduce, build and leverage relationships with key stakeholders and influencers that will help support and communicate Natividad's vision for the future of the hospital and provide internal communications support.

**Crisis Communications Management:** APR will continue to refine the crisis communication plan and at any time we are prepared to be part of a crisis response team.

## Tactics

### Media Relations

Our media relations and community outreach campaign will focus on positioning Natividad Medical Center as a leader in providing affordable, high-quality health care services to the people of Monterey County.

Our media outreach efforts will be an ongoing campaign focused regional and national media. We recommend our media relations outreach campaign focus on awareness building through story pitching and bylined articles in targeted publications.

APR will continue to provide media relations strategic counsel and guidance on the possible integration of certain services delivered by Natividad in cooperation with the Monterey County Health Department.

To support you in your media relations efforts, we will:

- Potentially develop a digital media strategy to manage the online conversation and engage in it as necessary.
- Develop standing op-ed pieces tailored to local markets to reinforce Natividad's thought leadership.
- Develop a relevant national media database.

### **Story Pitching**

Natividad Medical Center has a unique opportunity to re-position itself as a leading healthcare facility locally and be recognized nationally for the affirmative turn around accomplished. Media opportunities exist given the prominence of the health care issue. Saint Vincent's Hospital in New York drew national attention to the dramatic closing of its facilities. Many of the same reporters whose reporting turned Saint Vincent's into a national story would be intrigued by Natividad, a county hospital, experiencing such a dramatic turnaround! We believe that the benefit to Natividad's Foundation and "Brand" Image would be elevated and recognized for its leadership and quality health care delivery.

Health care reform will demand strategic planning and clear messaging in the future. This will be an evolving issue requiring an educational effort for Monterey County residents and how they will utilize the new reform benefits in their need for health care at Natividad Medical Center.

Collaboration and coordination of services between the Monterey County Health Department and Natividad Medical Center will require strategic messaging in the future to insure the seamless understanding and respective delivery of services.

Natividad Medical Center may in the future be creating satellite facilities to provide health care patient services in underserved areas of the county. Introductory campaigns will require a concentrated and targeted effort to educate various levels of targeted publics to engage their awareness and knowledge of the medical services that become available.

Armanasco Public Relations will seek opportunities to position Natividad Medical Center through creative strategic collaboration with the Executive Leadership team.

### **Bylined Articles**

Bylined articles can be a very effective tool for establishing credibility with your target audience, showcase you as a leader in your field and draw attention to the unique services available at Natividad Medical Center. APR will identify targeted publications to submit a bylined article to and pitch to secure placement. We will work within the editorial guidelines of individual publications resulting from our targeted pitching.

### **Media Training**

The media training sessions conducted with hospital leadership proved to be extremely productive and beneficial. It would be advantageous to train the new doctors that have joined the Natividad team to prepare them for the media opportunities we will seek as well as provide them with the tools, messaging and confidence when interacting with constituents.

Media training will introduce the participant to how the media works. It will include an introduction to the different types of media, the inter-workings of a newsroom, successful ways to pitch a news story, define media terms, and a review of the local media outlets and the decision-makers. The training will also educate participants on

how to tell their story to the media and community, frame an objective message, provide colorful examples in an interview situation, answer questions one does not want to address, and conduct a successful interview with different media formats. This training is interactive and utilizes various exercises and videography. The information and techniques learned in this session can also be utilized when giving presentations about the organization.

#### **Community Outreach and Awareness Building**

Reaching out to Natividad Medical Center's public must go beyond traditional media. APR recommends strategies to ensure community awareness of the many services offered by Natividad Medical Center and how those services are coordinated with other health-care options in Monterey County. Outreach should be blended with a public education campaign, through the use of Spanish-language radio and television, public service announcements and other branding strategies to inform patients and potential patients of the many treatments and preventive-care options offered by Natividad.

#### **Expert Positioning**

Healthcare reform is an area that is not completely understood. APR will work with Natividad to develop a strategy to educate people in the County on how this bill affects them directly, how it will impact services to the patient community and develop and deliver strategically clear, succinct messaging. Natividad has the opportunity to take the lead in the County to strategically position themselves as the expert and resource for information on this topic.

#### **Reputation Management : Internal Communications**

With the success and turnaround of Natividad Medical Center it will be important to continue to build upon and keep the positive reputation Natividad Medical Center is building growing. Your employees are some of your most powerful ambassadors. They want to represent the company at its very best and they are often the last consideration in an integrated reputation program. Engaging employees doesn't mean enlisting them as spokespeople or tasking them with externally facing responsibilities. It does mean keeping them informed so that they can help spot issues emerging and support the program objectives more generally.

APR will provide strategic counsel and support to Natividad Medical Center on working with your internal audience. It may be recommended that an internal communications audit be conducted to assess the level of outreach needed to the various audiences within the organization.

#### **Reputation Management: Stakeholder Relations**

A formal stakeholder relations program will provide structured interaction with stakeholders whose opinions bear on your reputation and who may be cultivated as effective third parties. Our recommended program will begin with an assessment of the influential individuals and organizations leading the conversations on relevant medical topics -we want to target the right stakeholders with the right issues to generate traction

and ease execution. We would build on your existing relationships with medical organizations as well.

We will develop outreach strategies appropriate to each tier in order to manage resources efficiently and create a program that can be scaled as necessary.

**Public Relations Counsel**

APR will be available to provide on-going public relations counsel to Natividad Medical Center.



### Armanasco Public Relations, Inc. Professional Fees

#### Monthly Retainer - July and August, 2010

Professional Fees - \$7,500.00 per month.

Outside Expenses - In addition to professional fees, all out-of-pocket expenses for items such as postage, photocopies, graphics, printing, and travel will be billed at cost. If major out-of-pocket expenses are incurred, they will be billed directly to the client. No single expense of more than \$200 will be incurred without prior approval.

#### Hourly Basis - September through June 30, 2011.

Professional Fees are based on the following billing rates according to position:

President	\$295.00
Vice President	\$225.00
Senior Account Executive	\$200.00
Account Executive	\$175.00
Account Assistant	\$125.00
Clerical	\$ 50.00

#### Media Training Project Fees

Professional Fees - \$3,500.00 per media training session. (Media training sessions are for no more than 4 individuals)

Outside Expenses - Videographer - \$150.00 per hour (Sessions normally run 4 hours)

**RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Armanasco Public Relations Inc. AND  
THE NATIVIDAD MEDICAL CENTER**

**FOR**

**Media Training/Media Kit Material Development/Media Relations and Strategic Counsel SERVICES**

The parties to Professional Service Agreement, dated November 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Armanasco Public Relations Inc. (Contractor), hereby agree to renew their Agreement No. (B960975024) 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. (B960975024).
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. (B960975024) shall not exceed the total sum of \$155,000 for the full term of the Agreement and \$90,000 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. (B960975024).

**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 David Armanasco Dated 4/23/09  
 Printed Name David G. Armanasco Title President

**NATIVIDAD MEDICAL CENTER**

Signature [Signature] Dated 5/20/09  
 Purchasing Manager  
 Signature [Signature] Dated 5/25/09  
 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]  
 Auditor-Controller  
 County of Monterey 5/13/09  
 Dated: 5/13, 2009



**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 **Armanasco Public Relations Inc.** 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: **Provide Media Training/Media Kit Materials Development/Media Relations/Strategic Counsel.**

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 **\$65,000**.
2. **TERM OF AGREEMENT.** The term of this Agreement is from **November 1, 2008 to June 30, 2009** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and 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 low, 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 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 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.

FOR NATIVIDAD MEDICAL CENTER:	FOR CONTRACTOR:
Contracts/Purchasing Manager	David Armanasco, President
Name and Title	Name and Title
1441 Constitution Blvd. Salinas, CA. 93906	Armanasco Public Relations, Inc. 456 Washington Street Monterey, CA 93940
Address	Address
831.755.4111	831.372.2259
Phone	Phone

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.
- 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: 12/1/08

By: [Signature]  
Department Head (if applicable)

Date: NOV 12 2008

By: [Signature] WILLIAM M. LITT  
NMC County Counsel

Date: 11/26/08

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 11/26/08

CONTRACTOR

Armanasco Public Relations, Inc  
Contractor's Business Name\*\*\*

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

David Armanasco, President  
Name and Title

Date: October 30, 2008

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

~~\_\_\_\_\_~~  
Name and Title

Date: \_\_\_\_\_

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



## **Natividad Medical Center Exhibit A**

### **Purpose and Objective**

The objective of this public relations plan is to increase awareness of today's Natividad Medical Center and Natividad Medical Foundation, and the goals, ongoing initiatives and strategies outlined in the Strategic Plan: Vision 2010, and ensure that the residents and opinion leaders within the City of Salinas, Monterey County and the surrounding communities are educated and informed about the unique and high-quality health care services offered by the hospital.

Armanasco Public Relations, Inc. (APR) will work with the Natividad Medical Center and Natividad Medical Foundation leadership and consultants to conduct an internal and external communications audit, and a community outreach program that will focus on building image awareness, and focus on excellent media relations designed to achieve Natividad Medical Center's goals and objectives.

APR will continue to gauge community and media interest, query organization principals and outside professionals to collect necessary background information and current data that will be used in the further development of this PR plan. APR will work with the hospital's and foundation's executive teams and board members to identify overall goals and target audience(s), as well as determine the scope of reach and saturation. This PR plan is a working document to be updated as issues and strategies are presented.

### **Media Relations**

Our media relation and community outreach campaign will focus on positioning Natividad Medical Center as a leader in providing affordable, high-quality health care services to the people of Monterey County. Possible media and community outreach key messages may include the following:

- Natividad Medical Center provides high quality health care services to all people within Monterey County regardless of their ability to pay.
- Natividad Medical Center is the only teaching medical center on the Central Coast through its affiliation with the University of California, San Francisco and its Family Practice Residency Training Program.
- Natividad Medical Center has been providing affordable health care to the people of Monterey County for over 120 years.
- Natividad Medical Center provides the only California Children's Services-certified Level III Neonatal Intensive Care Unit.
- Natividad Medical Center provides the only multi-disciplinary medical-forensic clinic dedicated to child victims of sexual abuse.
- Natividad Medical Center provides the only hospital-based Helipad in Monterey County.
- The Ryan White HIV/AIDS Program offered at Natividad Medical Center, provides comprehensive primary care for people living with HIV/AIDS.

- The Sam Karas Acute Rehabilitation Unit at Natividad Medical Center offers the only inpatient acute rehabilitation program on the Central Coast.
- The staff at Natividad Medical Center are incredibly innovative.

In order to expand the reach of Natividad Medical Center's story within local and regional media circles, the development of a comprehensive media kit, a list of pitching angles and schedules and media training for upper management and key spokespersons, will serve as crucial communications tools for Natividad Medical Center.

### **Media Training**

It is recommended that all Natividad Medical Center spokespersons take part in formal media training to learn more about how to tell their story, frame an objective message, answer difficult questions, and conduct a successful interview with the different media formats. APR's media training will introduce the participant to how the media works. It will include an introduction to the different types of media, the inter-workings of a newsroom, successful ways to pitch a news story, define media terms, and a review of the local media outlets and the decision-makers. The training will also educate participants on how to tell their story to the media and community, frame an objective message, provide colorful examples in an interview situation, answer questions one does not want to address, and conduct a successful interview with different media formats. This training is interactive and utilizes various exercises and videography. The information and techniques learned in this session can also be utilized when giving presentations about the organization.

### **Media and General Information Kit**

It will be important to tell the hospital's story and to package it in a way that is clear, concise and easily understood in a variety of situations and to various audiences. APR recommends developing an information/media kit which may include:

- Background/History of Natividad Medical Center
- Timeline/Chronology
- Facts-At-A-Glance
- Fact Sheet; Financial Updates since the Huron Group was hired.
- Board of Trustees Profiles
- Frequently Asked Questions
- Awards/Honors/Accomplishments
- Management/Director Profiles
- Physician Profiles
- Services/Specialties
- Testimonials

Reaching out to Natividad Medical Center's public must go beyond traditional media. APR recommends strategies to ensure community awareness of the many services offered by Natividad Medical Center and how those services are coordinated with other health-care options in Monterey County. Outreach should be blended with a public education campaign, through the use of Spanish-language radio and television, public service

announcements and other branding strategies to inform patients and potential patients of the many treatments and preventive-care options offered by Natividad.

### **Media Outreach**

The media outreach efforts will be an ongoing campaign focused on local and regional media. We recommend our media relations outreach campaign focus on awareness building through press release distribution, story pitching, bylined articles in targeted publications and the development of ongoing public service announcements.

#### **Press Releases**

While press releases are not the primary source of developing feature stories and coverage for Natividad Medical Center they do provide a timely and tactical tool for media and influencer engagement, help build awareness of the organization brand and services and keeps the facility top of mind. APR will develop press releases and distribute to targeted publications. Various topics will be identified and may include items such as milestones, awards, new employees, new promotions or services, updates to website, significant donations, sponsorships and special events. Some specific suggested topics include:

- Announce Natividad Medical Center's excellent 28-minute Emergency Room waiting time.
- Announcements showing accomplishments and progress surrounding the strategies and initiatives in the Strategic Plan: Vision 2010.
- Announce the launch of the new website and newsletter for the Natividad Medical Foundation.
- Announcements outlining a model safety net hospital and what it offers to the community under that role.
- Announcements of designated health months that Natividad Medical Center is recognizing/celebrating.
- Recent accomplishments by doctors or former doctors.

#### **Story Pitching**

APR will develop themed story angles and ideas to pitch to targeted media. Our team will collaborate with the Natividad Medical Center and Natividad Medical Foundation team in the gathering of appropriate information and statistics for the pitch, develop and distribute a pitch letter, and follow-up with targeted media outlets to secure story placement. The focus will be on local publications, as well as regional, health magazines focusing on publications from California's northern and central coast areas.

Suggested story pitch angles will be identified and may include, but are not limited to topics such as:

- A profile of the new management team at Natividad Medical Center and Natividad Medical Foundation, highlighting each team member's unique background and experience.
- Doctors who have completed the Family Practice Residency Training Program at Natividad Medical Center and their accomplishments.

- Natividad Medical Center providing the only California Children's Services-certified Level III Neonatal Intensive Care Unit.
- Natividad Medical Center provides the only multi-disciplinary medical-forensic clinic dedicated to child victims of sexual abuse.
- The Ryan White HIV/AIDS Program offered at Natividad Medical Center, provides comprehensive primary care for people living with HIV/AIDS.
- The Sam Karas Acute Rehabilitation Unit at Natividad Medical Center offers the only inpatient acute rehabilitation program on the Central Coast.

#### **Bylined Articles**

Bylined articles can be a very effective tool for establishing credibility with your target audience, showcase you as a leader in your field and draw attention to the unique services available at Natividad Medical Center. APR will identify targeted publications to submit a bylined article to and pitch to secure placement. We will work within the editorial guidelines of individual publications resulting from our targeted pitching.

#### **Public Service Announcements**

A Public service announcement (PSA) is a valuable tool in helping to inform and educate the public and raise awareness about specific health issues and organizations. APR will work with the Natividad Medical Center and Natividad Medical Foundation to identify a line-up of spokespeople to participate in ongoing Public Service Announcements targeting both the English-speaking and Spanish-speaking populations of Monterey County. The goal of these PSAs will be to brand the hospital as a full service facility, offering unique services to suit a variety of patients' needs. Some specific suggested topics include providing instruction and advice to the Latino population on how to utilize the hospital and its various services and departments. APR will identify local production studios to film and record both a television and radio PSA and identify potential partners with local stations to distribute the PSAs in both Spanish and English. APR will also work with Natividad Medical Center to post videos of the PSAs on the hospital's website.

#### **Public Relations Counsel**

APR will be available to provide on-going public relations counsel to Natividad Medical Center and Natividad Medical Foundation on issues that arise, work on special projects and monitor the media relations campaign as it progresses. We will provide counsel and suggest strategy and tactics for the Natividad Medical Foundation as they begin moving forward with the development of their fund-raising plan; and recommendations on how to align the foundation's efforts with the hospital's public relations efforts and strategic plan.

#### **Budget**

APR will bill \$7,500.00 for professional services plus any permitted expenses each month. A one time project fee of \$3,500.00 for professional services and \$900.00 in videographer expense fees will be billed for media training services in the month these professional services are provided.




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2012

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).

<b>PRODUCER</b> JIM RUSSO JR STATE FARM INSURANCE 921 E ALISAL ST SALINAS CA 93905 	<b>CONTACT NAME:</b> ALEX MARTINEZ <b>PHONE (A/C No, Ext):</b> 831-422-1049 <b>FAX (A/C No):</b> 831-422-0860 <b>E-MAIL ADDRESS:</b> ALEX@RUSSOROCKS.COM
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: State Farm General Insurance Company 25151 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> ARMANASCO PUBLIC RELATIONS INC 787 MUNRAS AVENUE, SUITE 100 MONTEREY CA 93940-3024	


**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 INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	97-39-2957-3 G	04/12/2012	04/12/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	240 7660-F01-05A 240 7661-F01-05C 240 7662-F01-05A	01/01/2012 01/01/2012 01/01/2012	07/01/2012 07/01/2012 07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	05-BN-T062-6	06/01/2010	06/01/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

ADDITIONAL INSURED: COUNTY OF MONTEREY, its officers and employees, with waiver of transfer rights of recovery against others.

<b>CERTIFICATE HOLDER</b> COUNTY OF MONTEREY, ITS OFFICERS & EMPLOYEES ATTN: SID CATO 1441 CONSTITUTION BLVD SALINAS, CA 93906	<b>CANCELLATION</b> 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 
--	--

**6028AU ADDITIONAL INSURED  
(Prior Notice of Termination)**

This endorsement is a part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

COUNTY OF MONTEREY  
ATTN: SID CATO  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906

It is agreed that **LIABILITY — COVERAGE A** of *your* policy is extended to the party named on the declarations page as an Additional Insured. The Additional Insured is subject to the provisions of the policy granting coverage to an *insured* other than *you*. The Additional Insured:

1. has the same right of recovery under this policy as before;
2. is not liable for any premium or other expense under this policy;
3. is not a member of the State Farm Mutual Automobile Insurance Company of Bloomington, Illinois.

This policy will not be changed or terminated as to the interest of the Additional Insured unless we give such insured notice. The number of days' notice we will give is ten unless another number is shown on the declarations page.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

**SCHEDULE**

**Policy Number:** 97-392957-3

**Named Insured:** ARMANASCO PUBLIC RELATIONS INC

**Name and Address of Person or Organization:**

COUNTY OF MONTEREY, ITS OFFICERS AND EMPLOYEES

ATTN: SID CATO

1441 CONSTITUTION BLVD

SALINAS, CA 93906

The following is added to Paragraph 10.b. of SECTION I AND SECTION II — COMMON  
**CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. **Your work** done under contract with that person or organization and included in the **products-completed operations hazard**.

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

FE-6671

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CL02 Policy No.: 97-392957-3

FE-8609

**SECTION II ADDITIONAL INSURED ENDORSEMENT**



Policy No.: 97-392957-3

Named Insured: ARMANASCO PUBLIC RELATIONS INC

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**Additional Insured (include address):**

COUNTY OF MONTEREY, ITS OFFICERS AND EMPLOYEES  
ATTN: SID CATO  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906

**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 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.





**STATE FARM INSURANCE COMPANIES®**

900 Old River Road  
Bakersfield CA 93311-9501

DATE OF NOTICE: JAN 11 2012  
CODE:

AT1                    02                    14A                    A

000095 0093

COUNTY OF MONTEREY  
ITS OFFICERS AND EMPLOYEES  
ATTN: SID CATO  
1441 CONSTITUTION BLVD  
SALINAS CA 93906-3100

**NOTE: PLEASE NOTIFY STATE FARM AT THE ADDRESS LISTED AT THE TOP, LEFT CORNER OF THIS PAGE REGARDING ANY CHANGE OF ADDRESS INFORMATION.**



0101-ST-G00008

**ADDITIONAL INSURED'S NOTICE OF COVERAGE**

**State Farm Mutual Automobile Insurance Company**

2855-F146-J

**NAMED INSURED:**

ARMANASCO, DAVID G &  
CHRISTINE  
PO BOX 1398  
PEBBLE BEACH CA 93953-1398

**POLICY NO:** 240 7660-F01-05B  
**YR/MAKE/MODEL:** 2008 MERCEDES 4DR  
**VIN/CAMPER:** WDDDJ72X38A122946  
**AGENT NAME:** JIM RUSSO JR  
**AGENT PHONE:** (831)422-1049  
**ENDORSEMENT NO:** 6028AU

**COVERAGE:**

BI AND PD LIABILITY  
\$250,000/\$500,000/\$100,000  
\$100 DED. COMP.  
\$500 DED. COLL.

POLICY EFFECTIVE  
JAN 07 2012 UNTIL TERMINATED

**POLICY MESSAGES:**

The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

130-5235.7 (a0821e) Rev. 11-2004



# STATE FARM INSURANCE COMPANIES®

6400 State Farm Drive  
Rohnert Park CA 94926

DATE OF NOTICE: SEP 10 2010  
CODE:

AT1

02

59

A

000084  
COUNTY OF MONTEREY  
ATTN: SID CATO  
1441 CONSTITUTION BLVD  
SALINAS CA 93906-3100

NOTE: PLEASE NOTIFY STATE FARM AT THE ADDRESS LISTED AT THE TOP, LEFT CORNER OF THIS PAGE REGARDING ANY CHANGE OF ADDRESS INFORMATION.

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ST-806008  
130-5285.7 (808216) Rev. 11-2004

## NOTICE OF INSURANCE COVERAGE - ADDITIONAL INSURED

State Farm Mutual Automobile Insurance Company

2855-F146-R

**NAMED INSURED:**

ARMANASCO, DAVID G  
PO BOX 1398  
PEBBLE BEACH CA 93953-1398

**POLICY NO:**

240 7862-F01-05A

**YR/MAKE/MODEL:**

2007 HONDA SPORT WG

**VIN/CAMPER:**

JHLRE48337C037165

**AGENT NAME:**

JIM RUSSO JR

**AGENT PHONE:**

(831)422-1049

**COVERAGE:**

BI AND PD LIABILITY  
\$250,000/\$500,000/\$100,000



POLICY REINSTATED EFFECTIVE  
SEP 12 2010 UNTIL TERMINATED

**POLICY MESSAGES:**

The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2012

PRODUCER (831) 373-4925 FAX: (831) 373-6935  
 Monterey Insurance Agencies  
 P.O. Box MIA  
 401 Fremont Street, Suite 100  
 Monterey CA 93940-3263

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Armanasco Public Relations, Inc.  
 787 Munras Ave., Suite 100  
 Monterey CA 93940

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Comp. Ins. Co.	0081
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SMC 0015171 10	4/22/2012	4/22/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

## CERTIFICATE HOLDER

PROOF OF INSURANCE

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 P Bystrowski/LEELAN

*Paul F. Bystrowski*