

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of September 1, 2013 (the “**Assignment Effective Date**”), by and between TRUPTI KAPATKAR, M.D., an individual (“**Assignor**”), and TRUPTI NITIN NANGARE, M.D., an individual (“**Assignee**”).

RECITALS

A. COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”) and Assignor entered into that certain Professional Services Agreement effective as of July 1, 2012; as amended July 1, 2013 (collectively the “**Agreement**”).

B. Assignor now wishes to assign to Assignee all of its right, title and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

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

1. Assignment. Effective as of Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
2. Assumption. Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement. The services stipulated in Agreement shall now be performed by Assignee and no changes to the services provided under this Agreement are made in this Assignment.
3. Hold Harmless. Assignee has provided Hospital with tax information and all insurance documents meeting the obligations stipulated in the Agreement. Both Assignee and Hospital agree that Hospital can make any and all currently owed and future payments to Assignee and both Assignor and Assignee shall hold the Hospital harmless and will indemnify Hospital for making such payments.
4. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
5. Third Party Beneficiaries. Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

6. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iii) Governing Law. This Assignment shall be construed under the laws of the State of California.

(iv) Amendments. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(v) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth below.

ASSIGNOR: 
TRUPTI KAPATKAR, M.D., an individual

Date: July 13, 2013


ASSIGNEE: TRUPTI NITIN NANGARE, M.D., an individual


TRUPTI KAPATKAR, M.D., an individual

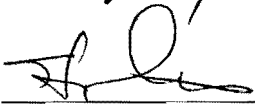
Date: July 13, 2013

ACKNOWLEDGEMENT AND CONSENT

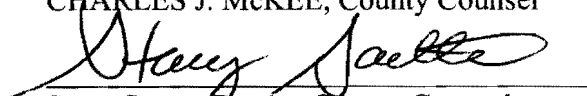
COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER, hereby consents to the foregoing assignment and assumption.

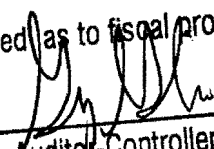
NATIVIDAD MEDICAL CENTER
By: 
Contracts/Purchasing Manager

Date: 9-1, 2013

By: 
Natividad Medical Center Representative

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel


Stacy Saetta, Deputy County Counsel

Reviewed  as to fiscal provisions
Auditor-Controller
County of Monterey 8-29-13