



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-15621; Amendment No.: 1**

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Renewal & Amendment No. 1 with Jane Finney, CLS, MBA, CPHQ, CPPS for on-site and off-site professional consulting services regarding the Quality Incentive Pool (QIP) program, extending the agreement an additional one (1) year period (November 9, 2021 through November 8, 2022) for a revised full agreement term of November 9, 2020 through November 8, 2022, and adding \$25,000 for a revised total agreement amount not to exceed \$175,000.

PASSED AND ADOPTED on this 7<sup>th</sup> day of December 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

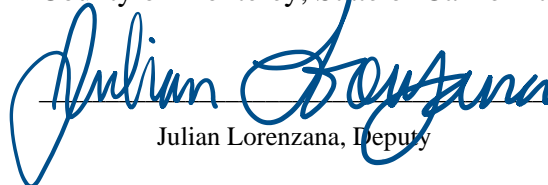
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 7, 2021.

Dated: December 13, 2021

File ID: A 21-555

Agenda Item No.: 37

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**RENEWAL AND AMENDMENT NO. 1  
TO THE SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
JANE FINNEY, CLS, MBA, CPHQ  
FOR  
ONSITE & OFFSITE PROFESSIONAL CONSULTING SERVICES**

This Renewal and Amendment No. 1 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Jane Finney, CLS, MBA, CPHQ (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

**RECITALS**

**WHEREAS**, the County of Monterey on behalf of Natividad Medical Center and Jane Finney, CLS, MBA, CPHQ had previously entered into an Agreement for Services (hereinafter "Agreement") on November 9, 2021 to provide onsite and offsite professional consulting services to NMC with a one year term and a total Agreement amount not to exceed \$150,000; and

**WHEREAS**, the Agreement expired on November 8, 2021; and

**WHEREAS**, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning November 9, 2021 and to extend the term for an additional one (1) year period (November 9, 2021 through November 8, 2022) for a revised full Agreement term of November 9, 2020 through November 8, 2022 to allow for services to continue with changes to the original scope of work attached hereto as "Exhibit A-1 as per Renewal and Amendment No. 1" and to increase the amount payable by \$25,000 for a total Agreement amount of \$175,000.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and Renewal & Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:  
***"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Renewal & Amendment No. 1 attached hereto this Renewal & Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$175,000."***
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:  
***"The term of this Agreement is from November 9, 2020 through November 8, 2022 unless sooner terminated pursuant to the terms of this Agreement."***
3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:  
***"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:"***

**Exhibit A-1: revised Scope of Services/Payment Provisions as per Renewal & Amendment No. 1."**

4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.
5. This Renewal and Amendment is effective retroactively when both parties have signed.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

**COUNTY OF MONTEREY on behalf of**  
**NATIVIDAD MEDICAL CENTER**

By: Charles R. Harris  
Charles R. Harris, Interim CEO

Date: 12/15/21

**APPROVED AS TO LEGAL PROVISIONS**

By: Haley L. Seitz  
Monterey County Deputy County Counsel

Date: 10/11/2021

**APPROVED AS TO FISCAL PROVISIONS**

By: Gary Giboney  
Monterey County Deputy Auditor/Controller

Date: 10-12-2021

**CONTRACTOR**

Jane Finney, CLS, MBA, CPHQ, CPPS

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: Jane Finney, CLS, MBA, CPHQ, CPPS  
(Signature of: Chair, President, or Vice-President)

Jane Finney  
Name and Title

Date: 10/5/2021

By: \_\_\_\_\_  
(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 (two signatures required).

**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 (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).