RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE FACILITY AND CENTER FOR IMPROVEMENT IN HEALTHCARE QUALITY
FOR
ON-SITE JOINT COMMISSION MOCK SURVEY 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 ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility and Center for Improvement in Healthcare Quality (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, between the County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility and Center for Improvement in Healthcare Quality had previously entered into an Agreement for Services (hereinafter "Agreement") on September 20, 2019 provide on-site joint commission mock survey services to NMC with a three (3) year term (September 20, 2019 through September 19, 2022) and a total Agreement amount not to exceed $20,000; and

WHEREAS, the Agreement expired on September 19, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same terms, beginning September 20, 2022 and to extend the term for an additional one (1) year period through September 19, 2023 for a revised full Agreement term of September 20, 2019 through September 19, 2023 to allow for services to continue with revisions 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 $24,000 for a total Agreement amount of $44,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
   "The term of this Agreement is from September 20, 2019 through September 19, 2023 unless sooner terminated pursuant to the terms of this Agreement".

2. "PAYMENTS BY COUNTY" Section shall be amended to the following:
   "COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of $44,000."

3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
   ~~***Exhibit A: Scope of Services/Payment Provisions***~~
   ~~***Exhibit B: Scope of Services/Payment Provisions***~~
   Exhibit A-1: Revised Scope of Services/Payment provisions as per Renewal and 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 on September 20, 2022.

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

the County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 11/16/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: Auditor-Controller Analyst II, 11/16/2022

CONTRACTOR

CENTER FOR IMPROVEMENT IN HEALTHCARE QUALITY (CIHQ)

_____
CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signature of Chair, President, or Vice-President)

Richard Curtis, CEO
Name and Title

Date: November 15, 2022

By: Debra Benson
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Debra Benson, Program Administrator
Name and Title

Date: November 14, 2022

***SIGNATURE 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. (2 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. (2 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. (1 signature required)

EXHIBIT A-1 as per Amendment No. 1:
Revised Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:
CONTRACTOR shall provide on-site Joint Commission mock survey services.

II. CONTRACTOR Obligations:

A. CIHQ shall provide, in part through its relationship with Accreditation Resource Services (ARS), the following services to MEMBER, the scope of which shall address deemed-status agency accreditation standards and/or Medicare Conditions of Participation for acute care and critical access hospitals:

1. Notification of changes to the CMS Conditions of Participation or interpretive guidance
2. Complimentary access to monthly webinars on "hot button" compliance issues
3. Complimentary monthly e-newsletters
4. Unlimited access to the CIHQ-ARS electronic resource library of template policies and other compliance tools
5. Unlimited phone and email support for standards and regulatory interpretation
6. Unlimited access to the CIHQ-ARS reference library
7. Unlimited access to the CIHQ-ARS continuing education center
8. Unlimited access to the CIHQ-ARS staff training center
9. Employee discount on HACP professional certification examination
10. Reduced registration fee for two at CIHQ' annual accreditation and regulatory update education conference
11. Reduced professional fee for on-site services such as educational programs and mock surveys

B. CONTRACTOR shall deliver to COUNTY a written report of findings within 10 business days of the survey date.

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III. Pricing/Fees:

A. MEMBER agrees to pay CIHQ a professional fee for on-site services such as educational programs and mock surveys of **$2,000 per consultant/ per day plus reimbursement** for usual and customary travel expenses in accordance with the Monterey County Travel and Business Expense Reimbursement Policy to include but not limited to:

- Airfare – Coach/Economy Class
- Hotel - Medium priced
- Meals
- Rental Car/Gas – Compact
- Travel time to member facility at $50 per hour
- Airport parking fees
- Mileage at current IRS rate
- Other Transportation Expenses

Estimated Total Travel Cost Not to Exceed: $8,000

Estimated Professional Fees (Consultant/Surveyor) Not to Exceed: $16,000

B. MEMBER shall pay CIHQ in accordance with the payment provisions set forth herein this Agreement. The total amount payable by MEMBER to CIHQ under this Agreement shall not exceed the **sum of $24,000**.

C. County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the ***Monterey County Travel and Business Expense Reimbursement Policy***. A copy of the policy is available online at https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

D. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

E. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

F. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

G. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.