

**AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY
COUNTY, INC.**

THIS AMENDMENT No. 1 is made to the AGREEMENT No. A-15945, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County” and Ventana Faculty Medical Associates of Monterey County, Inc., hereinafter referred to as “CONTRACTOR”.

WHEREAS, the County and CONTRACTOR entered into AGREEMENT for the provision of professional and call coverage services for the Sexual Response Team (SART), with a term of July 16, 2022 through June 30, 2023, and for a total not to exceed \$257,210; and

WHEREAS, the County and CONTRACTOR wish to amend AGREEMENT to add \$8,000 for the provision of additional services to be provided by a SART Program Medical Director effective December 1, 2022.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2, “Payment Provisions”, shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$257,210”, **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$265,210”.
2. **Exhibit A, “Scope of Services/Payment Provisions”, shall be amended by removing** Exhibit A of this agreement **and replacing it with** “Exhibit A-1”. All references in AMENDMENT No. 1 to Exhibit A-1 shall be construed to refer to Exhibit A.
3. **Exhibit F, “SART Medical Director Scope of Services/Payment Provisions”, shall be added** to this agreement, effective December 1, 2022. All references in AMENDMENT No. 1 to Exhibit F-1 shall be construed to refer to Exhibit F.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on July 16, 2022.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR – Ventana Faculty Medical Associates of Monterey County, Inc.

Contracts/Purchasing Officer

DocuSigned by:
Wendell Harry
By: 7A09F354FD0B496...

Signature of Chair, President, or Vice-President

Dated:

wendell Harry President/CEO

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 11/10/2022 | 10:30 AM PST

DocuSigned by:
Jennifer Forsyth

4E7E657875454AE... Jennifer Forsyth

Deputy Auditor/Controller
Auditor-Controller Analyst II
Dated: 11/15/2022 | 10:26 AM PST

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta

COECE1B99F44A9... Stacy Saetta

Deputy County Counsel
Chief Deputy County Counsel.
Dated: 11/14/2022 | 9:09 AM PST

DocuSigned by:
Glenn Young

C7A30BA59CA8423

Director of Health

Dated: 12/21/2022 | 4:11 PM PST

*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 an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-1

To Agreement by and between
Health, hereinafter referred to as “County”
AND

Ventana Faculty Medical Associates, hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Serve as Sexual Assault Forensic Examiners (SAFEs) for the County’s Sexual Assault Response Team (SART) and serve as the SART Program Director, to provide medical oversight for SART (**Exhibit F-1 SART Program Medical Director Scope of Services/Payment Provisions**). Under direction of the SART Medical Director and the Coordinator and in accordance with the following conditions, the SAFEs will provide adolescent and adult suspected sexual assault exams of victims and suspects as part of the County’s SART interdisciplinary team comprised of the examiner, a law enforcement officer, and an advocate.

A.1.1. SAFEs will provide forensic exams of victims or suspects who are 12 years of age and older.

- If a victim or suspect is under 12 years, SAFEs are to direct this request to the SART Coordinator or Pediatric SAFE for proper triaging.

A.1.2. SAFEs will provide forensic exams of victims who are not active-duty or military dependents and were assaulted within the jurisdictional boundaries of Monterey County:

- If a victim who is not an active-duty military member or a military dependent was assaulted in an out-of-county jurisdiction and presents himself/herself/themselves to a local hospital emergency department seeking a forensic exam, SAFEs are to direct this request to the SART Coordinator for proper triaging.
- If a victim, who is an active-duty military member or a military dependent was assaulted either within the jurisdictional boundaries of Monterey County or in an out-of-county jurisdiction, presents him/herself/themselves to a local hospital emergency department seeking a

forensic exam, SAFES are to direct this request to the SART Coordinator for proper triaging.

- “An out-of-county jurisdiction” is defined, for purposes of this Agreement, as any property outside the jurisdictional boundaries of Monterey County or any federal property within Monterey County, including the Defense Language Institute, any military bases, and the Presidio, Monterey County.

A.1.3. SAFEs will follow the Monterey County protocol to conduct medical-legal exams for victims and suspects of sexual assault. SAFEs are responsible for interviewing patients regarding their medical history and the history of the event, collect, photograph, and document findings. SAFEs offer prophylaxis against sexually transmitted infections, emergency contraception, and referrals for medical and behavioral health concerns related to the assault. SAFEs work with other members of the multidisciplinary Sexual Assault Response Team which include law enforcement officers, sexual assault counselors, emergency department personnel, the Office of the District Attorney, pediatricians, behavioral health professionals, and child protective services, as required.

A.1.4. SAFEs may be required to testify in court and will work with assigned attorney from the Office of the Monterey County District Attorney to prepare for testifying. SAFEs will participate in monthly meetings with SART Coordinator and perform other related duties as required.

A.1.5. The County SART Coordinator will be responsible for creating on call schedule, maintaining necessary supplies and medications in stock, and coordinating services with Natividad and Child Advocacy Center personnel as necessary. During the period of availability, to be communicated to the SART coordinator no less than 30 days prior to the shift, SAFEs will be on call 24/7 to include telephone and triage coverage and respond to requests for exams during assigned call shift. Exams will be completed at Natividad in its Emergency Department and Child Advocacy Center, as appropriate.

A.1.6. SAFEs will be required to participate in a 40-hour Online course (<https://calsafeeducate.org/>) focused on forensic examinations for adolescents and adults or a course deemed comparable and sufficient by the SART Medical Director and Program Coordinator.

A.1.7. COUNTY shall provide training and on-going clinical supervision in the following areas:

- Pelvic examination
- Colposcopy, anoscopy, and photography of injuries

- Documentation of evidence and sites of injury
- Evidentiary examination of the adult/adolescent and pediatric victim
- Evidentiary exam of the Suspect

Some of the clinical training may be conducted in Natividad's Clinical Simulation Lab.

- A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

Upon participation and completion of Introductory and Online courses, CONTRACTOR shall provide copies of sign-in sheet and completion certificate.

On a monthly basis, CONTRACTOR shall provide the on-call coverage schedule of availability to the SART Coordinator. The County shall provide coverage for shifts CONTRACTOR is not available.

CONTRACTOR shall deliver all written reports required under this Agreement to Faye Bates, County's SART Coordinator, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$265,210** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Activity	Cost		July 16, 2022 -
	Per Unit	Total Units	June 30, 2023
Online Training Course and Certification - one time per examiner	\$2,500	5	\$12,500
Conducting Examination as Trainee/Observer	\$300	20	\$6,000
Conducting Examination	\$500	90	\$45,000
On-Call Coverage (24/7)	\$480	350	\$168,000
Participation in monthly SART meetings (1 hour/month for 4-6 examiners)	\$55	72	\$3,960
Preparation and Delivery of Court Testimony	\$1,000	3	\$3,000
Preparation for Testimony and case settles	\$500	3	\$1,500
Administration of SAFE services	\$1,500	11.5	\$17,250
Advertising Fees	\$1,000	as needed	\$1,000
SART Program Medical Director	\$1,000	per month	\$7,000
Total Not To Exceed			\$265,210

There shall be no travel reimbursement allowed during this Agreement.

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.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: 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.

INVOICES

Invoices will include specific detail about charge for each instance.

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: batesfm@co.monterey.ca.us

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.

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

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT F-1

**To Agreement by and between
Health, hereinafter referred to as “County”
AND**

Ventana Faculty Medical Associates, hereinafter referred to as “CONTRACTOR”

SART Program Medical Director Scope of Services

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Serve as the SART Program Medical Director, to provide medical oversight for SART.

A.2 CONTRACTOR’S duties as the SART Program Medical Director shall be:

- a. Conduct an annual review of the County’s Sexual Assault Response Team (SART) Program’s policies and procedures as well as individual reviews of specific policies or procedures as requested by County in connection with specific situations.
- b. Attend monthly SART coalition meeting and photo review, as part of the SART Program’s quality assurance process.
- c. Manage and oversee the clinical practice of the adult/adolescent Sexual Assault Forensic Examiners (SAFEs) to ensure all applicable protocols are followed and standard medical practices are observed.
- d. Oversee the clinical functions of the SART Coordinator (oversight duties and responsibilities listed below):
 - i. Oversee the Sexual Assault Exam protocol including lab tests and medications.
 - ii. Respond to phone or email consultations within 24 hours. CONTRACTOR will notify SART Coordinator via email if not available for consultations for periods longer than 24 hours.
- e. Review management of sexual assault examinations.
- f. Conduct Chart audits of sexual assault records with the SART Coordinator to ensure optimal patient care.
- g. Oversee training and education provided to the SAFEs by the SART Coordinator.

A.3 Limitations to CONTRACTOR’S services as Medical Director:

- a. CONTRACTOR’S services pursuant to this Agreement are restricted and limited as follows:

- b. CONTRACTOR shall not be obligated as part of the services rendered hereunder to assume the physician/patient relationship with any patient of the County's SART Program or to provide medical services, treatment or advice to any specific patient, or to direct County staff in the performance of their duties of care to any specific patient. It is understood that CONTRACTOR'S duties under this contract are to provide generalized instruction and supervision to SART staff.
- c. CONTRACTOR shall ensure the SART Coordinator and SAFE's are following SART program policies and procedures and that the CONTRACTOR's recommendations are being implemented.