

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN THE CENTER FOR CASE MANAGEMENT AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERIM LEADERSHIP AND CONSULTING SERVICES**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on August 18, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and The Center for Case Management (“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 Agreement was executed with The Center for Case Management for interim leadership and consulting services with a term August 18, 2020 through August 17, 2023 and a total Agreement amount not to exceed \$400,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to revise the original scope of work attached hereto as “Exhibit A-1 per Amendment No. 1” with no change to the term of Agreement (August 18, 2020 through August 17, 2023) or total Agreement amount of \$400,000; and

WHEREAS, the Agreement expired on August 17, 2023;

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 2 retroactive to August 18, 2023, to extend the term for an additional two (2) year period through August 17, 2025 for a revised full Agreement term of (August 18, 2020 through August 17, 2025) to allow for services to continue with no changes to the scope of work or total Agreement amount of \$400,000.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend the term through August 17, 2026 for a revised term of Agreement (August 18, 2020 through August 17, 2026) to allow for services to continue with additions to the scope of work attached hereto as “**Exhibit A-3: Additional Scope of Services/ Payment Provisions per Amendment No. 3**” with a \$100,000 increase for the added services for a revised total Agreement amount not to exceed \$500,000.

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 in Amendment No. 1, and Renewal and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The first sentence of Section 3/Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from August 18, 2020 through August 17, 2026 unless sooner terminated pursuant to the terms of this Agreement.”

2. 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 Amendment No. 1, and EXHIBIT A-3 as per Amendment No. 3 as attached hereto this Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$500,000."
3. Section 4/ Paragraph titled, "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: Scope of Services/Payment Provisions
Exhibit A-1: Scope of Services/ Payment Provisions as per Amendment No. 1
Exhibit A-3: Additional Scope of Services/Payment Provisions as per Amendment No. 3."***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Renewal and Amendment No. 2.
5. A copy of this Amendment No. 3 shall be attached to the Agreement.
6. This Amendment No. 3 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

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

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: DocuSigned by:
Stacy Saetta
Monterey County Deputy County Counsel

Date: 6/20/2024 | 10:13 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by:
Jennifer Forsyth
Monterey County Deputy Auditor/Controller

Date: 6/20/2024 | 12:49 PM PDT

CONTRACTOR

The Center for Case Management

CONTRACTOR's Business Name

See instructions below

By: DocuSigned by:
Bonnie Geld
(Signature of: Chair, President, or Vice-President)

Bonnie Geld, President

Name and Title

Date: 6/14/2024 | 7:51 AM CDT

By: DocuSigned by:
Sue Wilson Hall
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Sue Wilson, Executive Director of Operations

Name and Title

Date: 6/14/2024 | 6:08 AM PDT

*****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).

Exhibit A-3: Additional Scope of Services/ Payment Provisions per Amendment No. 3

I. Statement of Work

Re-Evaluation of Case Management and Utilization Review Practices Development of a roadmap for improvements towards Best Practice Case Management Education/Coaching/Training Optional Implementation Support

Deliverables Include:

1. Evaluation of Case Management/Utilization Review/Social Work department functions

- Gap analysis of current state against assessment performed in 2020. This will include Utilization Review, Case Management (discharge planning), Social Work and Denial/Appeals.

2. Development of Best Practice Roadmap/Management Action Plan:

- CFCM will develop a comprehensive roadmap containing targeted recommendations based on key focus areas identified through the re-assessment ensuring alignment with organizational goals and priorities.

3. Implementation Support (optional)

- CFCM will provide subject matter experts to work in collaboration with the Interim Leader of Case Management and other stakeholders to ensure and embed sustainable best practice changes. This can include experts in UR, Denials/Appeals, Care Management and Social Work.

4. Training and Skillset Development

The Center for Case Management will deliver ongoing training opportunities, via webinar and onsite, to improve skill sets and practical knowledge in the practice of Case Management and Social Work. Topics include the following:

a) Understand the changing reality of case management practice.

- Understanding healthcare models
- Matching care with resources

b) Improve performance in the Major Functions of Professional Practice for Case Management & Social Work.

- Assessment
- Planning
- Implementation
- Coordination
- Evaluation & Outcomes

c) Successfully merging 6 interdependent functions of case management practice

- Access
- Care Coordination/Discharge Planning
- Risk/Rising Risk Interventions
- 30 Day recovery planning
- Transition/Care Continuum

d) Psychosocial Interventions and Support

- Managing psychosocial needs through comprehensive assessment and interventions
- Understanding health literacy and social deterrents
- When Mental Health Issues impede patient progress

e) Development of professional/individual skills that set Case Management apart.

- Integrity & Ethics
- Communications
- Curiosity

f) Working with Payers and Portals

- Learn how to communicate with each payer using the appropriate portal, language and timing of reviews.
- Understand the changing practices of payers in today’s payer landscape.
- Deep Dive into California Med-Cal and other unique payer programs

g) Medical Criteria Competencies for UR team

- Performing an accurate review
- Using concurrent review for denials management

5. Each employee receives training for ½ day over 3 days.

- a) Training is both interactive and lecture.
- b) There is no minimum number.

II. Pricing/ Fees:

Assessment/Management (Change) Action Plan:	\$69,000.00+ travel fees
Employee Training:	\$25,000.00 + travel fees
Implementation Support:	\$1800.00 + travel fees for each SME identified.
Optional: Implementation Tech Support:	\$2000.00 + travel fees

1. 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.
2. 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.
3. 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.
4. 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.
5. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.