



Monterey County Board of Supervisors

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1st Floor
Salinas, CA 93901
831.755.5066
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Board Order

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

Agreement No.: A-14393; Amendment No. 2

- a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14393) with Total Renal Care, Inc. for acute dialysis services, with no change to the agreement term July 1, 2019 through June 30, 2023 and adding \$2,426,223 for a revised total agreement amount not to exceed \$4,775,957.
- b. Authorize the Interim Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) \$134,973 of the original cost of the agreement.

PASSED AND ADOPTED on this 7th 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 21-567
Agenda Item No.: 45

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

Julian Lorenzana, Deputy

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN TOTAL RENAL CARE, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
ACUTE DIALYSIS SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Total Renal Care, Inc. (“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 for Acute Dialysis Services with a term July 1, 2019 through June 30, 2021 and a total Agreement amount not to exceed \$1,349,734; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to extend the term for an additional two-year period through June 30, 2023 to allow for services to continue with revisions to Exhibit D: Fee Schedule and to add Transition Smart Program Services at no cost to Natividad nor to Natividad’s patients for these additional services and to add an additional \$1,000,000, thereby increasing the total Agreement amount to \$2,349,734;

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 to allow for services to continue with no change to the agreement term July 1, 2019 through June 30, 2023 or scope of work with a \$2,426,223 increase for a total Agreement amount of \$4,775,957.

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 incorporated herein by this reference, except as specifically set forth below.

1. **Paragraph 2 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 D-1. The fee schedule set forth in Exhibit D-1 shall continue to be increased on March 1st of each year for the duration of the term of the Agreement by four percent (4%) or, if lower, the maximum allowed by law. At no time will the rates decrease during the life of the Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of four million seven hundred seventy-five thousand and nine hundred fifty-seven dollars (**\$4,775,957**). If the above amount is surpassed during any fiscal year, the parties shall have the right to amend the Agreement to increase the Agreement total amount to accommodate the needs of COUNTY.

The remainder of this page was intentionally left blank.

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 2 shall be attached to the Agreement.
4. This Amendment No. 2 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. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

**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: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Total Renal Care, Inc.

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By: Mike Staffieri
(Signature of: Chair, President, or Vice-President)

Mike Staffieri Chief operating officer
Name and Title

Date: November 17, 2021

DocuSigned by:
By: John Winstel
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

John Winstel Chief Accounting officer
Name and Title

Date: November 16, 2021

*****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).

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No.2 on the day and year set forth herein.

**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: Stacy L. Selt
Monterey County Deputy County Counsel

Date: 10/27/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 10/27/2021

CONTRACTOR

Total Renal Care, Inc.
CONTRACTOR's Business Name
See instructions below

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

Name and Title

Date: _____

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).