

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN THE CENTER FOR CASE MANAGEMENT AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERIM LEADERSHIP, CONSULTING, AND SUBJECT MATTER EXPERT SERVICES**

This Amendment No. 1 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 for interim leadership, consulting, and subject matter expert services with a term of August 18, 2020 through August 17, 2023 and a total Agreement amount not to exceed \$400,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to modify the original scope of work attached hereto as “Exhibit A-1 per Amendment No. 1” at no cost increase and with no change to the original term of the Agreement.

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. 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 per Amendment No. 1: Scope of Services/Payment Provisions. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1 per Amendment No. 1.”*
2. 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 and in and Amendment No. 1.
3. A copy of this Amendment No. 1 shall be attached to the Agreement.
4. This Amendment No. 1 shall be effective when signed by the last party.

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. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: 
Charles R. Harris, Interim CEO

Date: 10/5/21

APPROVED AS TO LEGAL PROVISIONS

By:  Chief
Monterey County Deputy County Counsel

Date: 10/5/2021

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 10/5/2021

CONTRACTOR

The Center for Case Management

CONTRACTOR's Business Name


See instructions below

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

Bonnie Geld, President and CEO

Name and Title

Date: 8/30/21

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

Sue Wilson Hall Executive Director of Operations

Name and Title

Date: 8/31/21

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-1 per Amendment No. 1
SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Description of All Services to be Rendered by CONTRACTOR:
Contractor to provide interim leadership, consulting services, and subject matter expert support to NMC Case Management and Social Services.

II. CONTRACTOR Obligations:

Interim Placement Services

- A. Provide a qualified candidate who meets the selection criteria for the position specified by NMC (“Interim Leader”).
- B. Interim Placement within NMC shall be for a minimum engagement of 90 days. NMC may elect to extend the engagement for terms of 30 days or more.
- C. Case Management leadership and consulting services to include but not limited to the following:
 1. Workflow assessment, gap analysis, and workflow redesign, as appropriate.
 2. On Site support 5 days per week or as agreed upon by NMC.
 3. Oversight of daily operations of the case management/social work department/palliative care programs.
 4. Responsible for daily leadership of the department activities and maintenance of processes.
 5. Attendance to meetings and committees involving case management and utilization management.
 6. Delivery of ongoing education, coaching and support of the front-line staff.
 7. Support the implementation of strategies towards best practice case management strategies.
 8. Provide expertise in post-acute strategies and transitions of care workflow.
 9. Management of length of stay, readmission, denials, and administrative days.

III. Pricing/Fees:

Contractor shall invoice NMC at a daily rate as follows:

Interim Leader: \$1100

The invoice rate is an all-inclusive rate and includes the following: Daily rate, Payroll Tax, Workers’ Compensation and Unemployment Insurance, Employee benefits, and Liability Insurance.

Travel shall be reimbursed in accordance with the Monterey County Travel and Business Expense Reimbursement Policy.

- Contractor shall provide an invoice for the position(s) provided periodically or no later than 30 days after completion of services.

- 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.
- 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.
- In the event that the Interim Leader is subsequently hired by NMC, NMC agrees to pay a 20% finder's fee upon written acceptance by the candidate of the employment offer. Contractor shall provide an invoice within 30 days of employment acceptance.

IV. Other Terms/Conditions

- A. Interim Leader will not be considered an employee of NMC. CONTRACTOR shall cover Interim Leader and any and all other temporary professionals assigned to NMC under CONTRACTOR's own workers compensation policy throughout the term of this Agreement.
- B. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
- C. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
- D. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
- E. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
- F. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- G. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
- H. CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR's employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources Administrator via email (email address to be provided once Agreement is executed) when an individual employee's hours working for the NMC are approaching 650 hours in a fiscal year (7/1-6/30).
- I. An employee of the CONTRACTOR shall not be assigned to work at NMC for more than 720 hours in a fiscal year (7/1-6/30).
- J. **NMC nor the County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year per employee.**