

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN ODE KEIL CONSULTING GROUP, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CONTINUOUS ACCREDITATION READINESS EVALUATION SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Ode Keil Consulting Group, 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 County of Monterey, on behalf of Natividad Medical Center and Ode Keil Consulting Group, Inc. had previously entered into an Agreement for Services (hereinafter “Agreement”) on May 1, 2018 for the preparation for accreditation by the Joint Commission to include patient workplace safety, performance improvement, emergency management, and management of the environment of care with a term May 1, 2018 through April 30, 2019 and a total Agreement amount not to exceed \$28,000; and

WHEREAS, the Agreement expired by its terms on April 30, 2019; and

WHEREAS, the Parties wish to renewed and amended the Agreement on May 25, 2019 the same or similar terms, beginning May 14, 2019 and to extend the term for an additional four (4) year period through April 30, 2023 for a revised full Agreement term of May 1, 2018 through April 30, 2023 to allow for services to continue with a \$112,000 increase for a total Agreement amount of \$140,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with additions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2” with a \$43,000 increase for the added services for a total Agreement amount of \$183,000 with no change to the agreement term (May 14, 2018 through April 30, 2023).

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

1. 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-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$183,000.”
2. 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: Scope of Services/Payment Provisions

Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2.”

3. 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 and in Renewal and Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when both parties have signed.

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, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 2/8/2022

APPROVED AS TO FISCAL PROVISIONS

By: Burcu Mousa
Monterey County Deputy Auditor/Controller

Date: 02/08/2022

CONTRACTOR

Ode Keil Consulting Group, Inc

CONTRACTOR's Business Name
See instructions below

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

Ode Keil President

Name and Title

Date: January 31, 2022

By: Same as above
(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).

EXHIBIT A-2:
REVISED SCOPE OF SERVICES/PAYMENT PROVISIONS PER
AMENDMENT NO. 2

ENVIRONMENT OF CARE
CONTINUOUS ACCREDITATION READINESS
EVALUTATION™

The Ode Keil Consulting Group, Inc. Environment of Care - Continuous Accreditation Readiness Evaluation™ (EC-CARE™) service shall assist Natividad Medical Center to maintain continuous compliance with the requirements of the *Management of the Environment of Care™*¹ *Life Safety and Emergency Management* standards published by the Joint Commission.

OVERVIEW

CONTRACTOR shall provide to NMC its EC-CARE™ program. The EC-CARE™ program includes ongoing assessment of the level of compliance with current environment of care requirements including:

1. Review of required documents to assure that there is a consistent track record of performance related to the EC standards requirements;
2. Mock surveys of environment of care issues using a process similar to the tracer methodology used by the Joint Commission survey teams;
3. Monitoring of compliance with life safety issues including updating of the Statement of Conditions™² and appropriate use of Interim Life Safety Measures (ILSM);
4. Monitoring of compliance with construction risk assessment and management requirements related to maintenance of an appropriate environment;
5. Staff education addressing changes in the Environment of Care standards, the accreditation process, and surveyor tendencies;

¹ Management of the Environment of Care is a registered trademark of the Joint Commission, Oakbrook Terrace, IL

² Statement of Conditions is a registered trademark of the Joint Commission, Oakbrook Terrace, IL.

6. Assistance with development of management plans, procedures, and management activities designed to assure ongoing compliance with EC accreditation requirements when deficiencies are identified;
7. E-mail and telephone support for EC issues; and
8. Access to an extensive library of documents related to the environment of care requirements.

ON-SITE SUPPORT OF EC-CARE™ PROGRAM

The EC-CARE™ program includes four on-site visits by OKCG, Inc. staff annually. The visits include a review of all EC activities. The agenda for each visit includes:

1. A review of the documentation of required EC activities over the previous 12 months. This rolling forward approach to evaluating EC activities assures participating organizations that there are no gaps in performance. Any gaps identified during the on-site visits can be addressed in a timely way that helps prevent gaps that could affect the survey outcome; and
2. Participation in a scheduled meeting of the Safety or Environment of Care Committee meeting when one can be arranged to occur during the visit. This provides the OKCG, Inc. staff with the opportunity to "get in on the action". The direct observation of the meeting, a review of the agenda, and a review of the minutes allows the OKCG, Inc. staff to help organizations fine tune the preparation for the meetings, address attendance issues, and work with the organization to assure that there is evidence of integration of the patient and EC safety programs; and
3. Participation in environmental rounds and, when appropriate, rounds in areas under construction with ILSM and construction risk management plans to observe the process. The information collected is used to make recommendations for enhancing the effectiveness of the underlying management processes; and
4. Presentation of accreditation standards and survey process updates to key staff members. This ongoing education is a vital part of maintaining continuous survey compliance. The subjects covered include, but are not limited to, the nine component standards of the EC standards, applicable NFPA and CMS requirements, and state of the art approaches to managing the environment of care.

EC-CARE™ PROGRAM INCLUDES CONTINUING SUPPORT

Continuing support is designed to assure that your staff has access to the latest information about the Joint Commission. Continuing support includes:

1. On-line support via e-mail to answer questions, analyze issues that arise between scheduled site visits; and
 2. No cost access to the extensive OKCG library of template documents for virtually any environment of care requirement. If a document is not currently available, the OKCG staff will prepare a template at no charge for subscribers to the EC-CARE™ service; and
 3. A periodic communication that alerts EC-CARE™ participants to Joint Commission and CMS activities of interest to facilities managers, safety officers, patient safety officers, infection control professionals, and others; and
 4. Support during appeals of Joint Commission survey findings; and
 5. Assistance with the preparation of Plans of Correction related to survey findings.
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EC-CARE™ PROGRAM DESIGN

The EC-CARE™ program for the Natividad Medical Center shall include all of the following:

1. . A three day on-site visit during each calendar quarter. Additional visits can be scheduled if desired at no additional cost to NMC. The visits will focus on ongoing compliance with the requirements of the Joint Commission EC, LS and EM standards.

Evaluation of implementation will include evaluation of:

- a. Key procedures and controls; and
 - b. Data gathering and analysis for required functions such as environmental rounds, fire drills, and emergency preparedness drills; and
 - c. Evaluation of reports of EC activities to the EC or Safety Committee; and
 - d. Time for education to discuss the findings of the visit, update key EC managers on changes in Joint Commission standards and survey practices and to establish a list of priority activities based on identified deficiencies.
2. An optional scheduled telephone conference with key EC managers each quarter to discuss any EC related concerns.
 3. Quarterly review of performance measurement and evaluation reports via e-mail.

4. Active support during survey visits. The implementation of the unannounced survey process by the Joint Commission has limited the ability of the OKCG to be immediately available for on-site support. However, support via telephone conferences will always be available. If onsite support can be provided it may be available depending on other client commitments. The survey days will be in addition to the proposed program.

ADDITIONAL SUPPORT TIME

Additional Support Time shall be at the request of Natividad on as a need-only basis. Such Additional Support Time will have a scope discussed and negotiated on a per case basis before any Additional Support services are rendered. Additional Support Time shall be billed as such and shall not exceed \$20,000.

FEES AND EXPENSES

The EC-CARE TM program is designed as a subscription service.

1. Professional fees are based on a minimum one-year commitment to the program. The fees are billed as an “all in” cost. The four (4) visits per year shall be billed at \$10,000 per each visit, per quarter.
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.