

**AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY
COUNTY, INC.**

THIS AMENDMENT No. 2 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 entered into Amendment No. 1 adding \$8,000 for the provision of additional services to be provided by a SART Program Medical Director effective December 1, 2022.

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to extend the term for an additional two (2) years through June 30, 2025, replace the Scope of Services/Payment Provisions with Exhibit A-2, and increase the total amount of the AGREEMENT by \$634,640 due to the extended term, for a total AGREEMENT amount not to exceed \$899,850.

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

1. **Section 2.0, “Payment Provisions”, shall be amended by removing**, “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$265,210”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$899,850”.
2. **Section 3.0, “Term of Agreement”, shall be amended by removing**, “The term of this AGREEMENT is from July 16, 2022 to June 30, 2023, unless sooner terminated pursuant to the terms of this AGREEMENT. This AGREEMENT is of no force or effect until signed by both CONTRACTOR and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this AGREEMENT”, **and replacing it with**, “The term of this AGREEMENT is from July 16, 2022 to June 30, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT. This AGREEMENT is of no force or effect until signed by both CONTRACTOR and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this AGREEMENT”
3. **Exhibit A, “Scope of Services/Payment Provisions”, shall be amended by removing** Exhibit A of this AGREEMENT **and replacing it with** “Exhibit A-2”. All references in AMENDMENT No. 2 to Exhibit A-2 shall be construed to refer to Exhibit A.

Ventana Faculty Medical Associates of Monterey County, Inc.

Amendment No. 2

Term: 07/16/2022 – 06/30/2025

NTE: \$899,850

4. 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.
5. A copy of this AMENDMENT No. 2 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. 2 on the day and year written below.

COUNTY OF MONTEREY

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

DocuSigned by:

By: Wendell Harry

Signature of Chair, President, or Vice-President

Contracts/Purchasing Officer

Dated: _____

wendell Harry _____ President/CEO

Printed Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz Patricia Ruiz

Deputy Auditor/Controller

Auditor Controller Analyst I

Dated:

5/18/2023 | 8:23 AM PDT

Dated: 5/15/2023 | 10:07 AM PDT

By: _____

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

Approved as to Liability Provisions:

Risk Management

Printed Name and Title

Dated: _____

Dated: _____

Approved as to Form:

DocuSigned by:

Stacy Saetta Stacy Saetta

Deputy County Counsel

Chief Deputy County Counsel.

Dated: 5/17/2023 | 1:42 PM PDT

DocuSigned by:

Joseph Macaluso Joseph Macaluso

Director of Health

Assistant Director

Dated: 6/16/2023 | 5:41 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. 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-2

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

Ventana Faculty Medical Associates of Monterey County, Inc.

Exhibit A-2

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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 available on call to include telephone and triage coverage and will respond to requests for exams during assigned call shift. Exams will be completed at Natividad in its Emergency Department and/or Child Advocacy Center, as appropriate and per protocol.

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

“For any SART Program Medical Director work performed exceeding the 21.5 Base Hour Threshold, the Hourly Rate of \$150 per hour will be applied. CONTRACTOR shall not receive payment beyond the maximum hourly rate allowance for time spent over the base rate; which is limited to 12.9 hours per month.

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.

C. TERMINATION

C.1 TERMINATION MODIFICATIONS

Section 3.02 of the Agreement, shall be deleted and restated in its entirety to read as follows:

3.02 The County and CONTRACTOR reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a one hundred twenty day (120) written notice, or with cause immediately.