

AMENDMENT No. 3
TO SERVICES AGREEMENT
BETWEEN JANE FINNEY, CLS, MBA, CPHQ, CPPS AND
NATIVIDAD MEDICAL CENTER
FOR
PROFESSIONAL CONSULTING SERVICES FOR DELIVERY INCENTIVE PROGRAM

This Amendment No. 3 to the Services Agreement ("Agreement") which is effective on November 9, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Jane Finney, CLS, MBA, CPHQ, CPPS. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Professional Consulting Services for the Delivery System Incentive Program with a term November 9, 2015 through November 1, 2016 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on October 4, 2016 via Amendment No. 1 to extend the term for an additional one year period through November 1, 2017 and to add an additional \$100,000, thereby increasing the total Agreement amount to \$200,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 18, 2017 via Amendment No. 2 to extend it for an additional one year period through November 1, 2018 to allow for services to continue with a \$296,452 increase for a total Agreement amount not to exceed \$496,452.

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (November 9, 2018 through November 8, 2019) to allow for services to continue with a \$50,000 increase for the added services for a total Agreement amount of \$546,521.

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 titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A and EXHIBIT A-3: Revised Scope of Services/Payment as per Amendment No. 3, subject to the limitations set forth in this agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$546,521."
2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from November 9, 2015 through November 8, 2019 unless sooner terminated pursuant to the terms of this Agreement."
3. 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-3: revised Scope of Services/Payment Provisions as per Amendment No. 3."*
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1 and in Amendment No. 2.

5. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
6. This Amendment No. 3 shall be effective per the approval of the Monterey County Board of Supervisors.

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.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
9/7/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
9/7/18

CONTRACTOR

Jane Finney, CLS, MBA, CPHQ, CPPS

CONTRACTOR's Business Name

See instructions below

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

Quality Healthcare Consultant
Name and Title

Date: _____
8/30/2018

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).

REVISED EXHIBIT A-3 per Amendment No. 3

**Scope of Services/Payment Provisions
To the Standard Agreement
Between The County of Monterey
On Behalf of
Natividad Medical Center
And
Jane Finney, CLS, MBA, CPHQ, CPPS ("Contractor")**

A. SCOPE OF SERVICES

CONTRACTOR shall provide professional consulting services and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- Provide on-site and off-site consulting services.
- Assist Natividad in the development and submission of required reports for the Public Hospital Redesign and Incentives in Medi-Cal (PRIME) and the Quality Incentive Program (QIP) which includes:
 - Serving as a liaison for Natividad with the Safety Net Institute, the research and educational affiliate of the California Association of Public Hospitals and Health Systems, the California Department of Health Care Services and the Centers for Medicare and Medicaid Services.
 - Conducting appropriate interviews with NMC project leaders or representatives for each of the projects as outlined in the program plans.
 - Preparing and maintaining required documentation of milestone achievement.
 - Providing project management and quality advisor services to the project teams.
 - Preparing regular reports for submission according to the program requirements. Supplemental reports shall be submitted per the request of the Safety Net Institute, the California Department of Health Care Services and/or the Centers for Medicare and Medicaid Services.

Provide other performance improvement and project management consulting services as requested by the Chief Medical Officer and/or Chief Executive Officer focusing on the hospital's strategic priorities and new regulatory and accreditation requirements.

Deliverables shall include:

- Written reports per the requirements outlined by the Safety Net Institute, the California Department of Health Care Services and/or the Centers for Medicare and Medicaid Services.
- Preparation and documentation of milestone achievement for the programs.
- Other reports and documentation as requested by the organization.

B. PAYMENT PROVISIONS

COMPENSATION/PAYMENT

This Agreement is all inclusive. For the term of this Agreement is effective, November 9, 2018 through November 8, 2019, County will pay Contractor a fee of one-thousand seven hundred dollars (\$1,750.00) per day for onsite time to include all expenses, with offsite time billed at one hundred (\$150.00) per hour for the performance of all things necessary for or incidental to the performance of work as set forth in Section A above, Scope of Services.

1. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
2. Invoices shall be submitted in duplicate referencing the Purchase Order # (issued upon implementation of this contract) to:
Natividad Medical Center
Accounts Payable
1441 Constitution Blvd.
Salinas, CA 93912-1611
3. Invoices shall:
 - i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
 - ii. Bear the Contractor's name as shown on the agreement.
 - iii. Identify the billing and/or performance period covered by the invoice.
 - iv. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.