



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-14980 ; Amendment No.: 1

Authorize the Chief Executive Officer for Natividad or his designee to execute renewal & amendment No. 1 to the agreement (A-14980) with Quality Assurance Services for radiation physics and performance testing of radiology equipment services, extending the agreement an additional three (3) year period (January 1, 2023 through December 31, 2025) for a revised full agreement term of January 1, 2021 through December 31 2026, and adding \$110,652 for a revised total agreement amount not to exceed \$183,552.

PASSED AND ADOPTED on this 18th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

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 April 18, 2023.

Dated: April 20, 2023
File ID: A 23-099
Agenda Item No.: 33

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

Emmanuel H. Santos, Deputy

Original Agreement No. (A-14980)

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
QUALITY ASSURANCE SERVICES
FOR
RADIATION PHYSICS AND PERFORMANCE TESTING OF RADIOLOGY EQUIPMENT**

This Renewal and Amendment No. 1 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Quality Assurance Services, Inc. (hereinafter "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 Quality Assurance Services, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on October 20, 2020 to provide radiation physics and performance testing of radiology equipment services to NMC with a two year term and a total Agreement amount not to exceed \$72,900; and

WHEREAS, the Agreement expired on December 31, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 1, 2023 and to extend the term for an additional three (3) year period (January 1, 2023 through December 31, 2025) for a revised full Agreement term of January 1, 2021 through December 31, 2025 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 as per Renewal and Amendment No. 1" and to increase the amount payable by \$110,652 for a total Agreement amount of \$183,552.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from January 1, 2021 through December 31, 2025 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:
"COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$183,552."

3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:
*"The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
~~Exhibit A: Scope of Services/Payment Provisions~~
Exhibit A-1: Additional Scope of Services/Payment provisions as per Renewal and Amendment No. 1."*
4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.
5. This Renewal and Amendment is effective retroactively on January 1, 2023.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

A handwritten mark or signature in blue ink, located in the bottom right corner of the page. It appears to be a stylized, cursive mark.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

DocuSigned by:
By: Charles Harris
Charles R. Harris MD, CEO

Date: 5/2/2023 | 11:28 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
Monterey County Deputy County Counsel

Date: 3/20/2023 | 11:05 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
Monterey County Chief Deputy Auditor-Controller

Date: 3/20/2023 | 3:27 PM PDT

CONTRACTOR

QUALITY ASSURANCE SERVICES, INC.

CONTRACTOR's Business Name
****Signature instructions below****

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

Glenn Deacon, President
Name and Title

Date: 2/23/23

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

Susan Deacon, Secretary
Name and Title

Date: 2/24/23

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)

EXHIBIT A-1 as per Renewal & Amendment No. 1: Scope of Services/Revised Payment Provisions

APPENDIX A SCOPE OF WORK

- A. Conduct annual physics testing of the equipment. Listed on Appendix A. QAS shall provide all test equipment and all phantoms required to conduct the annual physics and performance testing. All physics and performance shall meet the general requirements of 17 CCR, 21 CFD, JCAHO and the ACR, and provide informal reports.
1. For equipment that is ACR Accredited, QAS shall provide those ACR phantoms for the annual physics and performance to maintain ACR Accreditation; except that ACR-accredited facilities for MRI are required by the ACR have their own phantom to conduct weekly QC.
 2. For equipment that is not ACR Accredited, QAS shall provide those phantoms necessary for the performance testing to meet State and/or TJC requirements.
- B. QAS shall audit the Radiation Safety Program for the Nuclear Medicine group, consisting of, at a minimum, one (1) Annual on-site Audit which complies with the requirements of 10 CFR 20.1101 (c) and three (3) additional quarterly on-site reviews to include:
1. Review the Radioactive Materials License;
 2. Review Radiation Safety Policies and Procedures;
 3. Review required Radiation Safety Signs and Postings;
 4. One (1) to two (2) hours of Annual Radiation Safety Refresher training, as appropriate, and as requested;
 5. Calibrate up to five (5) radiation detection instruments, to be sent to our San Diego, CA facility, using NIST-traceable sources and provide appropriate calibration stickers and certificates;
 6. Conduct the quarterly sealed source inventory;
 7. Conduct the quarterly sealed source leak tests;
 8. Conduct the quarterly dose calibrator linearity tests;
 9. Conduct the annual dose calibrator accuracy test;
 10. Attendance by a physicist at the Radiation Safety Committee meetings



- C. QAS shall assist with the radioactive materials license renewal & amendments, and other regulatory requirements, as requested by the Directory of Imaging Services.

All equipment testing and other work shall be under the general supervision of a Qualified Medical Physicist who is Board Certified by the American Board of Radiology (ABR) in the field of Medical Diagnostic Physics.



Appendix B												Revised 12_22		
ANNUAL IMAGING EQUIPMENT TESTING AND ACR-MANDATED EQUIPMENT PHYSICIST QC TESTING														
Rad	R&F	Cath or Cysto or IR	Portable	Carm	Mini Carm	Dexa	Digital Mammob	CT	Meetings	Gamma Camera	MRI	U/S	RSO	Hourly Rate
	3	1	4	2	1	1	1	2	4	1	1	5	1	\$295
Hospital														
Totals:	3	1	4	2	1	1	1	2	4	1	1	5	12	
Item:	\$455	\$800	\$425	\$475	\$425	\$325	\$1,660	\$1,395	\$1,000	\$1,500	\$1,595	\$475	\$1,000	
Extended:	\$1,365	\$800	\$1,700	\$950	\$425	\$325	\$1,660	\$2,790	\$4,000	\$1,500	\$1,595	\$2,375	\$12,000	
Quote:														
Invoice:														
This includes \$5,000 for unanticipated emergent work.														
This includes \$36,884 per year														
This includes \$2,657 per month														