

**AMENDMENT No. 3 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY
COUNTY, INC.**

THIS AMENDMENT NO. 3 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 Assault 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, and for a total not to exceed \$265,210; and

WHEREAS, the COUNTY and CONTRACTOR entered into Amendment No. 2, adding \$634,640 for the provision of additional services, which included the SART Program Medical Director, and extending the term for an additional two (2) years through June 30, 2025, for a total aggregated Agreement amount of \$899,850; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to extend the term for an additional three (3) years through June 30, 2028, with the same services and increase the total amount of the AGREEMENT by \$1,053,060 due to the extended term, for a total aggregated AGREEMENT amount not to exceed \$1,952,910; and update Exhibits Scope of Services/Payment Provisions Exhibit A-2 and SART Program Medical Director Scope of Services F1 with A-3 and Justification for Insurance Modification, Exhibit C, with Exhibit C-1.

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

1. **Section 2, “Payment Provisions”, shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$899,850”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,952,910”.
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, 2025, unless sooner terminated pursuant to the terms of this Agreement” **and replacing it with** “The term of this Agreement is from July 16, 2022, through June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement”.

Ventana Faculty Medical Associates of Monterey County, Inc.

Amendment No. 3

Term: 07/16/2022 to 06/30/2028

NTE: \$1,952,910

3. **Exhibit A-2, “Scope of Services/Payment Provisions”, shall be amended by removing** Exhibit A-2 of this agreement **and replacing it with** “Exhibit A-3”. All references to Exhibit A-2 and F1 shall be construed to refer to Exhibit A-3.
4. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on July 16, 2022.

Ventana Faculty Medical Associates of Monterey County, Inc.

Amendment No. 3

Term: 07/16/2022 to 06/30/2028

NTE: \$1,952,910

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day and year written below.

MONTEREY COUNTY

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

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth

Deputy Auditor/Controller

Dated: 5/29/2025 | 4:29 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

DocuSigned by:
Kevin Serrano

Deputy County Counsel

Dated: 5/29/2025 | 1:10 PM PDT

Director of Health Services

Dated: _____

Signed by:

By: **Wendell Harry**

Wendell Harry, MD, President/CEO

Dated: 5/29/2025 | 6:58 AM PDT

By: _____

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

Printed Name and Title

Dated: _____

*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.

Ventana Faculty Medical Associates of Monterey County, Inc.

Amendment No. 3

Term: 07/16/2022 to 06/30/2028

NTE: \$1,952,910

EXHIBIT A-3

**To Agreement by and between
County of Monterey Health Department, hereinafter referred to as “County”
AND
Ventana Faculty Medical Associates of Monterey County, Inc., 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:

Provide Sexual Assault Forensic Examiners (SAFEs) for the County’s Sexual Assault Response Team (SART) and a SART Medical Director for medical oversight of the SART. Under direction of the SART Medical Director and the County SART Coordinator and in accordance with the following conditions, the SAFEs will provide sexual assault examinations of victims and individuals suspected of having committed sexual assault (herein referred to as “suspects”) as part of the County’s SART interdisciplinary team comprised of the examiner, a law enforcement officer, and an advocate.

A.1.1 CONTRACTOR shall provide forensic exams of victims or suspects who are 12 years of age and older and may perform exams for children under 12 with the following stipulations:

- Examinations for victims or suspects under the age of 12 are managed and coordinated by the Child Abuse Response Team (CART).
- On-call examiners employed by CONTRACTOR must complete the approved 24 hour pediatric training course in addition to the 40 hour adult/adolescent course and perform four proctored CART examinations prior to performing forensic medical examinations on patients under the age of 12 in accordance with the credentialing requirements as stipulated in Natividad Medical Center (NMC) policies.
- CONTRACTOR may provide on-call coverage for the CART program with total days on call for CART not to exceed 10 days per month.
- The CART Coordinator is responsible for creating the CART on-call schedule with the approval of the SART Coordinator.
- An examiner employed by CONTRACTOR may take call for both the SART and CART program concurrently. At no time shall two examiners employed by CONTRACTOR be on-call for either or both programs.

- Supervision of CART exam services shall be the responsibility of the CART Medical Director.

A.1.2. CONTRACTOR shall provide forensic examinations of victims who were assaulted within the jurisdictional boundaries of Monterey County excluding active duty military members or military dependents with the following clarifications:

- 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 is an active duty military member or a military dependent, assaulted either within the jurisdictional boundaries of Monterey County or in an out-of-county jurisdiction, and presents him/herself/themselves to a local hospital emergency department seeking a forensic examination, 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/posts, and the Presidio of Monterey.

A.1.3. CONTRACTOR shall follow the Monterey County protocol to conduct medical-legal examinations for victims and suspects of sexual assault. SAFEs are responsible for interviewing patients regarding their medical history and the history of the event as well as collecting, photographing, and documenting findings. SAFEs will offer prophylaxis against sexually transmitted infections, emergency contraception, and referrals for medical and behavioral health concerns related to the assault. SAFEs will work with other members of the multidisciplinary SART which includes 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. CONTRACTOR 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. County shall be responsible for creating on call schedule, maintaining necessary supplies and medications in stock, and coordinating services with NMC 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

examinations during assigned call shift. Examinations will be completed at NMC in its Emergency Department and/or Child Advocacy Center, as appropriate and per protocol.

A.1.6. CONTRACTOR SAFEs shall 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
- Documentation of evidence and sites of injury
- Evidentiary examination of the adult/adolescent and pediatric victim
- Evidentiary exam of the suspect
- Some of the clinical training may be conducted in NMC's Clinical Simulation Lab.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

A.2.1. Upon participation and completion of Introductory and Online courses, CONTRACTOR shall provide copies of sign-in sheet and completion certificate.

CONTRACTOR shall deliver all written reports required under this Agreement to the County's SART Coordinator in accordance with the schedule above.

A.3 CONTRACTOR Medical Director Scope of Services

A.3.1 CONTRACTOR'S duties as the SART Program Medical Director shall be to:

- a. Conduct an annual review of the County's SART's policies and procedures as well as individual reviews of specific policies or procedures as requested by County in connection with specific situations.
- b. Attend monthly SART coalition meeting and photo review, as part of the SART Program's quality assurance process.
- c. Manage and oversee the clinical practice of the adult/adolescent SAFEs to ensure all applicable protocols are followed and standard medical practices are observed.
- d. Oversee the clinical functions of the SART Coordinator (oversight duties and responsibilities listed below):
 - i. Oversee the Sexual Assault Exam protocol including lab tests and medications.
 - ii. Respond to phone or email consultations within 24 hours.
- e. CONTRACTOR will notify SART Coordinator via email if not available for consultations for periods longer than 24 hours.
- f. Review management of sexual assault examinations.

- g. Conduct chart audits of sexual assault records with the SART Coordinator to ensure optimal patient care.
- h. Oversee training and education provided to the SAFEs by the SART Coordinator.

A.3.2 CONTRACTOR'S services as Medical Director pursuant to this Agreement are restricted and limited as follows:

- a. CONTRACTOR shall not be obligated as part of the services rendered hereunder to assume the physician/patient relationship with any patient of the County's SART Program or to provide medical services, treatment or advice to any specific patient, or to direct County staff in the performance of their duties of care to any specific patient. It is understood that CONTRACTOR'S duties under this contract are to provide generalized instruction and supervision to SART staff.
- b. CONTRACTOR shall ensure the SART Coordinator and SAFEs are following SART program policies and procedures and that the CONTRACTOR's recommendations are being implemented.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$1,952,910.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

B.1.1 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.

B.1.2 CONTRACTOR services as SART Medical Director work performed exceeding the 21.5 Base Hour Threshold, the Hourly Rate of \$150 per hour will be applied.

Activity	Cost Per Unit	Total Units	July 1, 2023-June 30, 2025
Online Training Course and Certification – one time per examiner	\$2,500	10	\$25,000
Ongoing Online & In-person Training & Education (per provider/per year)	\$800	10	\$8,000
Conducting Examination as Trainee/Observer	\$300	40	\$12,000
Conducting Examination	\$500	180	\$90,000
On-Call Coverage	\$480	730	\$350,400
Participation in monthly SART meetings (3 hours/per month for 4-6 examiners)	\$55	360	\$19,800
Preparation and Delivery of Court Testimony	\$1,000	6	\$6,000
Preparation for Testimony and case settles	\$500	6	\$3,000
Administration of SAFE services	\$1,500	24	\$36,000
Advertising Fees	\$1,000	2	\$2,000
Hourly Rate Allowance for Time Spent Over Base Rate (maximum 12.9 hrs per mo.)	\$150	309.6	\$46,440
SART Program Medical Director Base Rate (Threshold = 21.5 hrs per mo.)	\$1,500	24	\$36,000
Total			\$634,640
Not to Exceed Agreement Amount			\$899,850
Activity	Cost Per Unit	Total Units	July 1, 2025-June 30, 2028
Online Training Course and Certification – one time per examiner	\$2,500	15	\$37,500
Online Pediatric Training Course and Certification – one time per examiner	\$1,500	15	\$22,500
Ongoing Online & In-person Training & Education (per provider/per year)	\$800	15	\$12,000
Conducting Examination as Trainee/Observer	\$400	60	\$24,000
Conducting Examination	\$600	270	\$162,000
On-Call Coverage	\$480	1095	\$525,600
On-Call Coverage (CART)	\$120	360	\$43,200
Participation in monthly SART meetings (3 hours/per month for 4-6 examiners)	\$55	540	\$29,700
Preparation and Delivery of Court Testimony	\$1,000	9	\$9,000
Preparation for Testimony and case settles	\$500	9	\$4,500
Administration of SAFE services	\$1,500	36	\$54,000
Advertising Fees	\$1,800	3	\$5,400
Hourly Rate Allowance for Time Spent Over Base Rate (maximum 12.9 hrs per mo.)	\$150	464.4	\$69,660
SART Program Medical Director Base Rate (Threshold = 21.5 hrs per mo.)	\$1,500	36	\$54,000
Total			\$1,053,060
Not to Exceed Agreement Amount			\$1,952,910

There shall be no travel reimbursement allowed during this Agreement.

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.

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.

Invoices shall be submitted in duplicate to:

County of Monterey, Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey SART
Faye Maja Bates
1270 Natividad Road
Salinas, CA 93906
(831) 755-4562
batesfm@countyofmonterey.gov

Invoices shall:

- a) 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.
- b) Bear the CONTRACTOR'S name as shown on the agreement.
- c) Be submitted monthly.
- d) Identify the billing and/or performance period covered by the invoice.
- e) 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.

EXHIBIT C-1

JUSTIFICATION FOR INSURANCE MODIFICATION

County of Monterey, on behalf of Health Department, agrees to cover the medical group Ventana Faculty Medical Associates and its providers under Monterey County's HCL contract with the County's current insurance carrier for commercial general liability and professional liability for services provided by Ventana Faculty Medical Associates and its providers, pursuant to this Agreement and any related Business Associate Agreement. County agrees to pay for the monthly premium associated with this coverage without reimbursement from Ventana Faculty Medical Associates. Ventana Faculty Medical Associates will notify the County SART coordinator when there are changes to their providers.

"Continuous Coverage." County shall at its sole cost and expense obtain and maintain "Continuous Coverage" that provides professional liability coverage to the Contractor and identified Group providers for claims arising from services rendered pursuant to this Agreement but after this agreement expires or terminates. The Continuous Coverage shall be in such amounts as County deems appropriate for medical services and administrative services rendered by the Contractor pursuant to this Agreement.

Business Automobile Liability Insurance

Ventana Faculty Medical Associates agrees to submit to County proof of insurance in the form of a certificate of insurance for personal automobile insurance coverage, with a combined single limit of \$1,000,000 per occurrence, from each of its providers performing SAFE services pursuant to this Agreement.