Original Agreement No. (A-13580)

RENEWAL AND AMENDMENT NO. 4 TO THE SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE FACILITY AND PARA HEALTHCARE ANALYTICS, LLC

FOR A REVENUE INTEGRITY PROGRAM

This Renewal and Amendment No. 4 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, and PARA Healthcare Analytics, LLC (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 Peter A. Ripper & Associates, Inc. dba PARA executed an Agreement to provide a revenue integrity program that audits and enhances each aspect of the revenue cycle process to ensure that all appropriate revenue is created, captured, coded, priced, and paid correctly within compliance guidelines with a term July 1, 2016 through June 30, 2017 and a total Agreement amount not to exceed \$95,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to extend it for an additional one (1) year period through June 30, 2018 for a revised full Agreement term of July 1, 2016 through June 30, 2018 to allow for existing services to continue and with a \$60,000 increase for a revised total Agreement amount not to exceed \$155,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to extend it for an additional three (3) year period through June 30, 2021 for a revised full Agreement term of July 1, 2016 through June 30, 2021 to allow for services to continue with a \$210,000 increase for a revised total Agreement amount not to exceed of \$365,000; and

WHEREAS, Peter A. Ripper & Associates, Inc. dba PARA had a legal name change on July 2, 2019 to PARA Healthcare Analytics, LLC; and

WHEREAS, the Parties amended the Agreement via Amendment No. 3 to extend it for an additional one (1) year period through June 30, 2022 for a revised full Agreement term of July 1, 2016 through June 30, 2022 to allow for services to continue and to include an updated Business Associate Agreement to this Agreement with a \$9,500 increase for a revised total Agreement amount not to exceed of \$374,500; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning July 1, 2022 and to extend the term for an additional one (1) year period through June 30, 2023 for a revised full Agreement term of July 1, 2016 through June 30, 2023 to allow for existing services to continue with no changes to the scope of work or billing rates and to increase the amount payable by \$80,000 for a total Agreement amount of \$454,500.

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 and in Amendment No. 1, Amendment No. 2, and Renewal and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

- 1. 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, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$454,500."
- 2. The first sentence of <u>Paragraph titled</u>. "TERM OF AGREEMENT" shall be amended to the following: "The term of this Agreement is from July 1, 2016 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."
- 3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 4, the provisions of this Renewal and Amendment No. 4 shall govern.
- 4. This Renewal and Amendment is effective retroactively on July 1, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

COUNTY OF MONTEREY ("COUNTY"),	w
FOR THE PROVISION OF SERVICES AT	<u>CONTRACTOR</u>
NATIVIDAD MEDICAL CENTER, A	
COUNTY-OWNED AND OPERATED	PARA Healthcare Analytics, LLC
ACUTE CARE FACILITY	CONTRACTOR's Business Name
	Signature instructions below
Duc	—DocuSigned by:
By: Charles R. Harris, CEO	Pat leonard
Charles III have been a second	By:
Date:	(Signature of Chair, President, or Vice-President)
	Patrick Leonard, President
APPROVED AS TO LEGAL PROVISIONS	Name and Title
	8/16/2022
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Date:
By: Monterey County Deputy County Countsel	
money of any country country	—DocuSigned by:
	Scott tudor
Date: Chief Deputy County Counsel, 9/26/2022	By:
	(Signature of Secretary, Asst. Secretary,
APPROVED AS TO FISCAL PROVISIONS	CFO, Treasurer, or Asst. Treasurer)
·	
DocuSigned by:	Scott Tudor, CFO
By: Jennifer Forsyth	Name and Title
Monteneys & Sounday & Ethief Deputy Auditor-Controller	0 /47 /2022
Date: 9/26/2022 2:38 PM PDT	8/17/2022
Date:	Date:

***<u>SIGNATURE INSTRUCTIONS</u>**

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)