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Agreement A-14083

RENEWAL AND AMENDMENT NO. 7
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
HEALTH MANAGEMENT ASSOCIATES, INC.
FOR
CONSULTING SERVICES ON PATIENT ALIGNMENT, COUNTY AMBULATORY CLINICS, HEALTH PLAN MEMBER ACCESS

This Renewal and Amendment No. 7 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 Health Management Associates, 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 Health Management Associates, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on January 2, 2017 to provide consulting services on patient alignment, county ambulatory clinics, health plan member access to NMC with a one year term and a total Agreement amount not to exceed $45,000; and

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Health Management Associates, Inc. entered into an Agreement for consulting services pertaining to patient alignment and Monterey County ambulatory clinics, with a term January 2, 2017 through January 1, 2018 and a total Agreement amount not to exceed $45,000; and

WHEREAS, the Parties amended the Agreement on January 31, 2018 via Amendment No. 1 to extend the term for an additional one year period through January 1, 2019 to allow for services to continue with additional consulting services and an increase of $55,000 to cover the added services for a revised total Agreement amount of $100,000; and

WHEREAS, the Parties amended the Agreement on August 28, 2018 via Amendment No. 2 to add additional consulting services and an additional $50,000 to cover the added services for a revised total agreement amount of $150,000, with no extension to the term; and

WHEREAS, the Parties amended the Agreement on December 11, 2018 via Amendment No. 3 to extend the term for an additional one (1) year period through January 1, 2020 with additional services added and an additional $230,000 to cover the added services and extended term, for a revised total Agreement amount not to exceed $380,000; and

WHEREAS, the Parties amended the Agreement on December 18, 2019 to extend the term for an additional one (1) year period through January 1, 2021 with no change to the original scope of work or total agreement amount; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement January 20, 2021 to extend the term for an additional one (1) year period (January 2, 2021 through January 1, 2022) for a revised term agreement of January 2, 2017 through January 1, 2022, with no change to the original scope of work or increase to the total agreement amount of $380,000.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on December 15, 2021 to extend the term for an additional one (1) year period (January 2, 2022 through January 1, 2023) for a revised term agreement of January 2, 2017 through January 1, 2023, with no change to the original scope of work or increase to the total agreement amount of $380,000; and

WHEREAS, the Agreement expired on January 1, 2023; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 2, 2023 and to extend the term for an additional one (1) year period (January 2, 2023 through January 1, 2024) for a revised full Agreement term of January 2, 2017 through January 1, 2024 and to increase the amount payable by $100,000 for a total Agreement amount of $480,000.

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 2, 2017 through January 1, 2024 unless sooner terminated pursuant to the terms of this Agreement".

2. "PAYMENTS BY NMC" Section shall be amended to the following:
   "The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of $480,000."

3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 7, the provisions of this Renewal and Amendment No. 7 shall govern.

4. This Renewal and Amendment is effective retroactively on January 2, 2023.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 7 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris MD, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 12/9/2022

APPROVED AS TO FISCAL PROVISIONS

By: Jennifer Forsyth
Monterey County Chief Deputy Auditor-Controller

Date: Auditor-Controller Analyst II, 12/12/2022

CONTRACTOR

HEALTH MANAGEMENT ASSOCIATES INC.

_____
CONTRACTOR's Business Name
Signature instructions below

DocuSigned by:
By: Kelly Johnson
443E490EF3E0422
(Signature of Chair, President, or Vice-President)

Kelly Johnson Chief Administrative Officer
Name and Title

Date: December 8, 2022 | 7:19 EST

DocuSigned by:
By: Bruce Gould
AC796E34D7FC406
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Bruce Gould CFO
Name and Title

Date: December 8, 2022 | 9:08 EST

***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)