

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN PINNACLE HEALTHCARE CONSULTING, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PHYSICIAN FAIR MARKET VALUE ANALYSIS AND CONSULTING SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on January 1, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Pinnacle Healthcare Consulting, LLC (“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 Agreement was executed for physician fair market value analysis and consulting services with term January 1, 2022 through December 31, 2023 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 to extend it for an additional one (1) year period through December 31, 2024 for a revised term of Agreement (January 1, 2022 through December 31, 2024) to allow for services to continue with no changes to the scope of services or billing rates, with a \$100,000 increase for revised total Agreement amount not to exceed \$200,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 to extend it for an additional two (2) year period through December 31, 2026 for a revised term of Agreement (January 1, 2022 through December 31, 2026) to allow for services to continue with no changes to the scope of services or billing rates, with a \$350,000 increase for a revised total Agreement amount not to exceed \$550,000.

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 COUNTY” shall be amended to the following:
“COUNTY shall pay 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 \$550,000.”
2. Paragraph titled, “TERM OF AGREEMENT”, shall be amended to the following:
“The term of this Agreement is from January 1, 2022 through December 31, 2026 unless sooner terminated pursuant to the terms of this Agreement.”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.

4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Satta
CDECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 4/2/2024 | 12:39 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
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Monterey County Deputy Auditor/Controller

Date: 4/2/2024 | 2:14 PM PDT

CONTRACTOR

Pinnacle Healthcare Consulting, LLC

CONTRACTOR's Business Name

See instructions below

By: P. Anthony Long
(Signature of: Chair, President, or Vice-President)

P. Anthony Long, President
Name and Title

Date: 4/1/2024

By: Jennifer Cottrell
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jennifer Cottrell, CFO
Name and Title

Date: 4/1/2024

*****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).