

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN TOYON ASSOCIATE, INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR**

**1. Rural Floor Budget Neutrality Appeals Services; and 2. Medicare/Medicaid Crossover Bad Debt Recovery Services; and 3. Medicare /Medi-Cal Appeals Services; and 4. OSHPD Report Preparation Services; and 5. Medical Eligible Day Services (POA/Historical); and 6. Medicare/Medi-Cal/Short Doyle Cost report Preparation Services, and 7. Consulting Services.**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on April 29, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Toyon Associate, Inc. (“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 1. Rural Floor Budget Neutrality Appeals Services; and 2. Medicare/Medicaid Crossover Bad Debt Recovery Services; and 3. Medicare /Medi-Cal Appeals Services; and 4. OSHPD Report Preparation Services; and 5. Medical Eligible Day Services (POA/Historical); and 6. Medicare/Medi-Cal/Short Doyle Cost report Preparation Services, and 7. Consulting Services and with a term July 1, 2015 through June 30, 2018 and a total Agreement amount not to exceed \$1,000,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on July 5, 2018 to extend it for an additional three (3) year period through June 30, 2021 and to replace “Schedule A-7 Hourly Rates” attached to Original Agreement with “Exhibit A-1 Hourly Rates per Amendment No. 1” attached to Amendment No. 1 with an increase of \$1,000,000, thereby increasing the total Agreement amount of \$2,000,000; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full agreement term of July 1, 201 through June 30, 2022 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2” with no change to the agreement amount.

**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, Amendment No. 1 and Amendment No. 2.

1. Section 2 / 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 plus EXHIBIT A-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$2,000,000.”***
2. The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:

***“The term of this Agreement is from July 1, 2016 through June 30, 2022 unless sooner terminated pursuant to the terms of this Agreement.”***

3. Section 4/ Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:  
***“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
Exhibit A: Scope of Services/Payment Provisions  
Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2.”***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1 and Amendment No. 2
5. A copy of this Amendment No. 2 shall be attached to the Agreement.
6. This Amendment No. 2 shall be effective when both parties have signed.

***The remainder of this page was intentionally left blank.***

***~ Signature page to follow ~***

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: Dr. Charles R. Harris  
Charles R. Harris, Interim CEO

Date: 6/29/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Jett  
Monterey County Deputy County Counsel

Date: 6/28/2021

APPROVED AS TO FISCAL PROVISIONS

By: gary k giboney  
Monterey County Deputy Auditor/Controller

Date: 6-28-2021

CONTRACTOR

Toyon Associate, Inc.

CONTRACTOR's Business Name  
\*\*\*See instructions below\*\*\*

By: Ronald G. Knapp  
(Signature of: Chair, President, or Vice-President)

RONALD G. KNAPP COO  
Name and Title

Date: 6/28/2021

By: [Signature]  
(Signature of: Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer)

RYAN SADER, CFO  
Name and Title

Date: 6/28/2021

\*\*\*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).

Exhibit A-2 as per Amendment 2: Revised Scope  
of Services/Payment Provisions

**TOYON ASSOCIATES, INC.**

Natividad Medical Center

Hourly Rates by Position

<b>Title</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
CEO	\$ 475	\$ 490	\$ 505
COO	\$ 475	\$ 490	\$ 505
Vice President	\$ 375	\$ 390	\$ 405
Senior Director	\$ 330	\$ 345	\$ 360
Senior Manager	\$ 325	\$ 335	\$ 345
Director	\$ 275	\$ 285	\$ 295
Asst. Director	\$ 260	\$ 270	\$ 280
Manager	\$ 260	\$ 270	\$ 280
Senior Consultant	\$ 240	\$ 250	\$ 260
Consultant	\$ 210	\$ 220	\$ 230
Senior Analyst	\$ 165	\$ 175	\$ 185
Analyst	\$ 140	\$ 150	\$ 160
Appeals Coordinator	\$ 175	\$ 180	\$ 185
Administrative	\$ 110	\$ 115	\$ 120
<b>Programming Staff</b>			
<b>Title</b>	<b>Hrly Rate</b>	<b>Hrly Rate</b>	<b>Hrly Rate</b>
Manager Systems Development	\$ 250	\$ 265	\$ 280
Director of Information Technology	\$ 250	\$ 265	\$ 280
Systems Programmer	\$ 210	\$ 220	\$ 230
Systems Administrator	\$ 210	\$ 220	\$ 230
Web Applications Developer	\$ 175	\$ 185	\$ 195
Programmer Analyst	\$ 175	\$ 185	\$ 195