



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13517

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the agreement with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional two (2) year period (August 22, 2017 through August 21, 2019) for a revised full agreement term of August 22, 2016 through August 21, 2019, and adding \$570,000 for a revised total agreement amount not to exceed \$660,000.

PASSED AND ADOPTED on this 18th day of April 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting April 18, 2017.

Dated: April 27, 2017
File ID: A 17-078

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN Healthcare Coding and Consulting Services, LLC. AND
NATIVIDAD MEDICAL CENTER
FOR
US-based remote medical record coding and consulting services**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Coding and Consulting Services, LLC. (Hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for US- based remote medical record coding and consulting Services with a term August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed \$90,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend the term for an additional two (2) year period through August 21, 2019 and to increase the total Agreement amount by an additional \$570,000 for a revised amount not to exceed \$660,000.

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. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$660,000."
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 August 22, 2016 through August 21, 2019, unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and Amendment No. 1.
4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

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. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By:  _____
Gary R. Gray, DO, CEO

Date: 4/27/17

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 3-9-17

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

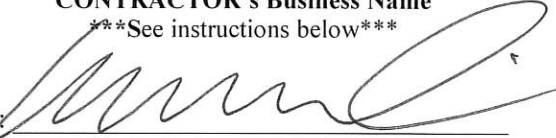
Date: 3/10/17

CONTRACTOR

Healthcare Coding and Consulting Services, LLC.

CONTRACTOR's Business Name

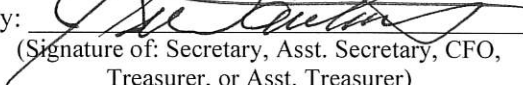
See instructions below

By:  _____
(Signature of: Chair, President, or Vice-President)

William D. Cronin, CEO

Name and Title

Date: February 9th, 2017

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

James S. Wantman, CFO

Name and Title

Date: February 9th, 2017

*****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).