

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CHANCELLOR CONSULTING GROUP, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
HEALTHCARE MANAGEMENT CONSULTING SERVICES**

This Amendment No. 2 to the Services Agreement ("Agreement"), which was effective on November 17, 2014, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Chancellor Consulting Group, Inc. (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 healthcare management consulting services with a term of November 17, 2014 through November 16, 2016 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the agreement via Amendment No. 1 to extend the term for an additional three (3) year period through November 16, 2019 and add \$150,000 to cover costs for services for the extended term, with no change to the scope of services; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through November 16, 2020 to allow for services to continue, with no increase to the total agreement amount of \$250,000 and no change to the scope of services.

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. The Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from November 17, 2014 through November 16, 2020 unless sooner terminated pursuant to the terms of this Agreement."
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement and in Amendment No. 1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement, Amendment No 1 and Amendment No. 2.
3. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
4. This Amendment No. 2 shall be effective when signed by both NMC and CONTRACTOR.

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.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
10/2/19

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
10-2-19

CONTRACTOR

Chancellor Consulting Group, Inc.

CONTRACTOR's Business Name

See instructions below

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

_____ *Kelly Drosihn, President*
Name and Title

Date: _____
9-25-19

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

_____ *Kelly Drosihn, Secretary*
Name and Title

Date: _____
9-25-19

*****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).