

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN Toyon Associate Inc. AND
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. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Toyon Associate 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 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 currently wish to amend the Agreement 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.

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-1 Hourly Rate per Amendment No. 1". The total amount payable by NMC 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, 2015 through June 30, 2021 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 in Amendment No. 1.
- 4.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
6. This Amendment No. 1 shall be effective when July 1, 2018

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: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 6-6-18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 6-7-18

CONTRACTOR

Toyon Associate Inc.

CONTRACTOR's Business Name

See instructions below

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

Name and Title

Date: 5/22/18

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

Name and Title

Date: 5/22/18

*****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).

**SCHEDULE A-1 per Amendment No. 1
 Toyon Hourly Rates by Position**

TITLE	Eff. 7/1/2018 HOURLY RATES	Eff. 7/1/2019 HOURLY RATES	Eff. 7/1/2020 HOURLY RATES
President	\$ 400	410	420
Executive Vice President	\$ 400	410	420
Vice President	\$ 325	335	345
Executive Director	\$ 315	325	335
Senior Director	\$ 285	295	305
Senior Manager	\$ 260	265	275
Director	\$ 240	245	250
Manager	\$ 230	235	240
Asst. Director	\$ 230	235	240
Senior Consultants	\$ 210	215	220
Consultants	\$ 185	190	195
Senior Analysts	\$ 135	140	145
Analysts	\$ 115	120	125
Administrative Support	\$ 95	100	105
Programming Staff			
Manager Systems Development	\$ 210	215	220
Systems Programmer	\$ 185	190	195
Programmer Analyst	\$ 135	140	145