

**AMENDMENT NO. 7
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE CODING AND CONSULTING SERVICES, LLC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES**

This Amendment No. 7 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 (“NMC”), and Healthcare Coding and Consulting Services, 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 with Healthcare Coding and Consulting Services, LLC 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, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 for a revised term of Agreement (August 22, 2016 through August 21, 2019) to allow for services to continue with an increase of \$570,000 for a revised total Agreement amount not to exceed \$660,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to extend the term for an additional two (2) year period through August 21, 2021 for a revised term of Agreement (August 22, 2016 through August 21, 2021) to allow for services to continue with an increase of \$1,167,000 for a revised total Agreement amount not to exceed \$1,827,000; and

WHEREAS, the Agreement expired on August 21, 2021; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 3 on the same or similar terms, retroactive to August 22, 2021 to extend the term for an additional one (1) year period through August 21, 2022 for a revised term of Agreement (August 22, 2016 through August 21, 2022) to allow for services to continue with an increase of \$450,000 for a revised total Agreement amount not to exceed \$2,277,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-4 as per Amendment 4: Revised Additional Provisions and Scope of Services and Payment Provisions” with an increase of \$300,000 for the added services for a revised total Agreement amount not to exceed \$2,577,000 with no change to the term of Agreement (August 22, 2016 through August 21, 2022); and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 to extend the term for an additional two (2) year period through August 21, 2024 for a revised term of Agreement (August 22, 2016 through August 21, 2024) to allow for services to continue with an increase of \$850,000 for a revised total Agreement amount not to exceed \$3,427,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to add an additional \$878,000 for a revised total Agreement amount not to exceed \$4,305,000 with no changes to the scope of work or term of Agreement (August 22, 2016 through August 21, 2024); and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 7 to add an additional \$700,000 for a revised total Agreement amount not to exceed \$5,005,000 with no changes to the scope of work or term of Agreement (August 22, 2016 through August 21, 2024).

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, Amendment No. 2, Renewal and Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6 incorporated herein by this reference, except as specifically set forth below.

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-4 as per Amendment No. 4 attached hereto this Amendment No. 4. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$5,005,000."
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Renewal and Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.
3. A copy of this Amendment No. 7 shall be attached to the Agreement.
4. This Amendment No. 7 shall be effective when signed by both Parties.

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. 7 on the basis set forth in this document and have executed this Amendment No. 7 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 Saitta
696D21D44C4341D
Monterey County Deputy County Counsel

Date: 7/9/2024 | 12:02 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7F657976454AE
Monterey County Deputy Auditor/Controller

Date: 7/9/2024 | 4:31 PM PDT

CONTRACTOR

Healthcare Coding and Consulting Services, LLC

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By: [Signature]
217D2D4027A14A7
(Signature of: Chair, President, or Vice-President)

William D. Cronin, CEO

Name and Title

Date: 7/5/2024 | 11:15 AM PDT

DocuSigned by:
By: Jennifer E. Burnham
A70F773365B8436
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jennifer E. Burnham, CFO/Treasurer

Name and Title

Date: 7/8/2024 | 9:46 AM EDT

*****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).