

**RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
HEALTHCARE CODING AND CONSULTING SERVICES, LLC
FOR
US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES**

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Healthcare Coding and Consulting Services, LLC (hereinafter "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 County of Monterey on behalf of Natividad Medical Center and Healthcare Coding and Consulting Services, LLC had previously entered into an Agreement for Services (hereinafter "Agreement") on August 22, 2016 to provide US-Based Remote Medical Record Coding and Consulting services to NMC with a one year term and a total Agreement amount not to exceed \$90,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 and to add an additional \$570,000, thereby increasing the total Agreement amount to \$660,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 29, 2019 to extend it for an additional two (2) year period through August 21, 2021 to allow for services to continue with a \$1,167,000 increase for a total Agreement amount of \$1,827,000; and

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

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning August 22, 2021 and to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2017 through August 21, 2022 to allow for services to continue with a \$450,000 increase for a total Agreement amount of \$2,277,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from August 22, 2016 through August 22, 2022 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section 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 \$2,277,000.”

3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
4. This Renewal and Amendment is effective retroactively when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Adelle*
Monterey County Deputy County Counsel

Date: 8/2/2021

APPROVED AS TO FISCAL PROVISIONS

By: *gary k giboney*
Monterey County Chief Deputy Auditor-Controller

Date: 8-2-2021

CONTRACTOR

**HEALTHCARE CODING AND CONSULTING
SERVICES, LLC**

CONTRACTOR's Business Name

****Signature instructions below****

By: *William D. Cronin*
(Signature of Chair, President, or Vice-President)

William D. Cronin, President
Name and Title

Date: July 7th, 2021

By: *Jennifer Burnham*
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer, or Asst. Treasurer)

Jennifer Burnham, CFO
Name and Title

Date: 07-21-2021

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)