

**RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
THE ABARIS GROUP
FOR
Implementation Assistance of the Level II Trauma Center**

This Renewal and Amendment to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services (hereinafter, "RENEWAL AND AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and The Abaris Group (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on November 1, 2012; and

WHEREAS, the COUNTY and CONTRACTOR amended the Agreement on May 1, 2013 via Amendment No. 1 to extend the term through June 30, 2014 and to add an additional \$191,450, thereby increasing the total agreement amount to \$291,450; and

WHEREAS, the COUNTY and CONTRACTOR amended the Agreement on February 2, 2014 via Amendment No. 2 to add an additional \$200,000, thereby increasing the total agreement amount to \$491,450; and

WHEREAS, that Agreement expired on June 30, 2014; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, retroactively beginning July 1, 2014 and increase the amount payable by \$150,000 to continue to provide Implementation Assistance of the Level II Trauma Center Services for NMC.

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed retroactive to July 1, 2014 and all of its provisions shall be deemed to have been in effect continuously since that time.

1. The term of this RENEWAL AND AMENDMENT NO. 3 is retroactive from July 1, 2014 to December 30, 2016 unless sooner terminated pursuant to the terms of this RENEWAL AND AMENDMENT, or extended in writing.
2. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (A-12466/MYA703).
3. "PAYMENTS BY NMC" Section 1 of the Agreement; 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 \$641,450."
4. "If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL AND AMENDMENT, the provisions of this RENEWAL AND AMENDMENT shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND AMENDMENT NO. 3 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary Gray, DO, NMC Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Deputy County Counsel

Date: 4/1/15

APPROVED AS TO FISCAL PROVISIONS

By: _____
Chief Deputy Auditor/Controller

Date: 4-2-15

CONTRACTOR

NCS Incorporated a/b/a
Contractor's Business Name***

The
Abaris
Group

Signature of Chair, President, or Vice-President

Michael J Williams
President
Name and Title

Date: 6/14/14

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

Michael J Williams Secretary
Name and Title

Date: 6/14/14

*****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.

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.

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.