

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN The Camden Group AND
THE NATIVIDAD MEDICAL CENTER
FOR
Development of Integrated Systems of Healthcare Services**

This AMENDMENT NO. 2 to Professional Services Agreement ("Agreement") is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and The Camden Group (Contractor), with respect to the following:

RECITALS

WHEREAS, on May 21, 2013, the County and Contractor amended the Agreement via Amendment No. 1 to add services for the development of integrated systems of health care services, extending the Agreement to June 30, 2014 and adding \$621,000 for a revised total Agreement amount not to exceed \$800,000; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term of the agreement to December 31, 2014 and increase the amount of the Agreement by \$980,000 and the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Amendment-No. 2 to Exhibit B, attached to this Amendment, is hereby incorporated into Exhibit B. All references in the Agreement to Exhibit B shall be construed to refer to Amendment-No. 2 to Exhibit B.
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$179,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA740/A-12386) shall not exceed the total sum of \$1,780,000 for the full term of the Agreement*".
3. Section 3 of the Agreement, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1, 2013 to June 30, 2013 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from January 1, 2013 through December 31, 2014 unless sooner terminated pursuant to this Agreement.*"
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and 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.
5. A copy of this AMENDMENT NO. 2 and all previous amendments shall be attached to the original Agreement (No. MYA740/A-12386).
6. The effective date of this AMENDMENT NO. 2 is December 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 5/29/17

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brereton, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

The Camden Group
Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

Steven J Valentine, President
Name and Title

Date: MAY 26, 2014

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

Lana Williams, CFO
Name and Title

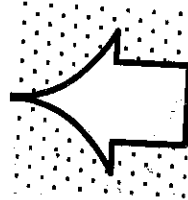
Date: 5/27/14

***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 (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)



Amendment-No. 2 to Exhibit B

The Camden Group will assist Natividad Medical Center by providing engagement management support, business advisory guidance in terms of providing content expert advice, and market assessment analyses to support the achievement of the following Strategic Goals: Increase physician integration and alignment, Seek strategic partnerships or affiliations, Improve staff recruitment/retention, and Increase patient access.

Engagement management consists of the following:

- Schedule work group meetings
- Monitor timelines and deadlines
- Provide direction of support of implementation staff
- Coordinate efforts among various goals and ensure all activities are “in sync” with one another
- Prepare work group meeting materials
- Prepare board meeting materials
- Provide status updates at monthly board meetings
- Provide monthly reports to the Board of Supervisors
- Facilitate key meetings (both on-site and via telephone) for work group meetings and ad hoc calls (legal and technical)

Business advisory services for each goal consist of the following:

- Develop work plans
- Participate in the work group meetings
- Strategy development
- Market assessments including stakeholder meetings, surveys, and analyses of market requirements.
- Select affiliation models and partners
- Obtain participation agreements
- Develop financial and operational plans
- “Go live” assistance

This Amendment is for an additional amount of \$980,000. Fees are charged based on hours to complete the various phases. Individual scope of work summaries are approved internally in advance. Professional fees average between \$300-\$350 per hour, depending on staffing requirements. In the event the specific plans require fewer hours or a decision is made not to proceed with implementation of specific goal phases the fees will be less.

The Camden Group is uniquely qualified to assist NMC in this work. The Camden Group's executive team members are national experts in strategic planning, healthcare reform, delivery system integration, and physician alignment. The firm has extensive experience in understanding the California health care landscape through working with California hospitals and healthcare systems. Moreover, the firm has significant public safety net health care system experience having worked with twelve California healthcare districts and ten County hospitals.

Invoices are submitted monthly based on the work performed and expenses incurred during the previous month.