

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN TOYON ASSOCIATES, INC AND
THE COUNTY OF MONTEREY ON BEHALF OF 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. 3 to the Services Agreement (“Agreement”) which was effective on April 29, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (NMC”), and Toyon Associates, Inc. (“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 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 amended the Agreement on July 5, 2018 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; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 29, 2021 to extend it for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full agreement term of July 1, 201 through June 30, 2022 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2” with no change to the agreement amount; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with a \$385,000 increase for a total Agreement amount of \$2,385,000.

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 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Second Sentence of Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$2,385,000.”

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, and Amendment No. 2.
3. A copy of this Amendment No. 3 shall be attached to the Agreement.
4. This Amendment No. 3 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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

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

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Bell
Monterey County Deputy County Counsel

Date: 12/2/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 12/3/2021

CONTRACTOR

Toyon Associates, Inc.
CONTRACTOR's Business Name
See instructions below

By: Ronald M. Knapp
(Signature of: Chair, President, or Vice-President)

RONALD G. KNAPP, COO
Name and Title

Date: 11/18/2021

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

RYAN SADER, CFO
Name and Title

Date: 11/18/2021

*****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).