

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN PINNACLE HEALTHCARE CONSULTING, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
PHYSICIAN FAIR MARKET VALUE ANALYSIS AND CONSULTING SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on January 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Pinnacle Healthcare Consulting, LLC. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Pinnacle Healthcare Consulting, LLC entered into an Agreement for physician fair market value analysis and consulting services with a term January 1, 2016 through December 31, 2018 and a total Agreement amount not to exceed \$50,000; and

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Pinnacle Healthcare Consulting, LLC amended the Agreement to extend the term for an additional two (2) year period through December 31, 2020 for a revised full Agreement term of January 1, 2016 through December 31, 2020 to allow for services to continue with added services to include annual Fair Market Value (FMV) Reports as per the revised Scope of Services attached hereto as “Exhibit A-1 as per Amendment No. 1”, and to include an updated Business Associate Agreement as an attachment to the Agreement with no change to the original Agreement amount; and

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Pinnacle Healthcare Consulting, LLC currently wish to amend the Agreement via Amendment No. 2 to allow for services to continue with no changes to the scope of work nor to the billing amounts stated within the agreement for an increase of \$50,000 for a total Agreement amount not to exceed \$100,000.

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

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.”
2. Except as provided herein, all remaining terms, conditions and provisions of the Original 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 and in Amendment No. 2.
3. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
4. This Amendment No.2 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 6/28/18

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 6/26/18

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 6-28-18

CONTRACTOR

Pinnacle Healthcare Consulting, LLC

CONTRACTOR's Business Name

See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

P. Anthony Long
Name and Title

Date: 6/18/18

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

Jennifer Cottrell
Name and Title

Date: 6/18/18

*****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).