

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN TOYON ASSOCIATES, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR**

Rural Floor Budget Neutrality Appeals Services, Medicare/Medicaid Crossover Bad Debt Recovery Services, Medicare/ Medi-Cal Appeals Services, OSHPD Report Preparation Services, Medical Eligible Day Services (POS/Historical), Medicare/Medi-Cal/Short Doyle Cost report Preparation Services and Consulting services

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2022 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 Rural Floor Budget Neutrality Appeals Services, Medicare/Medicaid Crossover Bad Debt Recovery Services, Medicare/ Medi-Cal Appeals Services, OSHPD Report Preparation Services, Medical Eligible Day Services (POS/Historical), Medicare/Medi-Cal/Short Doyle Cost report Preparation Services and Consulting services with a term July 1, 2022 through June 30, 2024 and a total Agreement amount not to exceed \$850,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 1, 2024 via Amendment No. 1 to extend the term for an additional two (2) year period through June 30, 2026 and to add an additional \$500,000, thereby increasing the total Agreement amount to \$1,350,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through June 30, 2028 for a revised term (July 1, 2022 through June 30, 2028) to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2” and to add an additional \$600,000 thereby increasing the total Agreement amount to \$1,950,000.

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. Section 2 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-2 as per Amendment No.2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,950,000.”
2. The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from July 1, 2022 through June 30, 2028 unless sooner terminated pursuant to the terms of this Agreement.”

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2."
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement 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. 1.
5. A copy of this Amendment No. 2 shall be attached to the Agreement.
6. This Amendment No. 2 shall be effective on July 1, 2026.

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. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

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

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D
Monterey County Deputy County Counsel

Date: 5/15/2026 | 11:45 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6
Monterey County Deputy Auditor/Controller

Date: 5/18/2026 | 9:30 AM PDT

CONTRACTOR

Toyon Associates, Inc.

CONTRACTOR's Business Name
See instructions below

Signed by:
By: Ron Knapp
8B151535668347C
(Signature of: Chair, President, or Vice-President)

Ron Knapp CEO

Name and Title

Date: 5/14/2026 | 4:34 PM PDT

Signed by:
By: Ryan Sader
F7C4AC2ADED0455
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Ryan Sader Chief Financial Officer

Name and Title

Date: 5/14/2026 | 3:10 PM PDT

*****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).

Exhibit A-2: Revised Scope of Services/ Payment Provisions as per Amendment No. 2

I. Pricing/Fees:

Toyon Associates, Inc. Discounted Hourly Rates

| Title | 7/1/2025 (Current) | 7/1/2026 | 7/1/2027 | 7/1/2028 |
|--|-----------------------|----------|----------|----------|
| Chief Executive Officer | \$560 | \$580 | \$600 | \$620 |
| Chief Operating Officer | \$535 | \$550 | \$570 | \$590 |
| Vice President Chief Financial Officer | \$430 | \$450 | \$470 | \$490 |
| Senior Director | \$380 | \$395 | \$410 | \$425 |
| Director | \$320 | \$335 | \$350 | \$360 |
| Manager | \$305 | \$320 | \$330 | \$340 |
| Principal Consultant | \$305 | \$320 | \$330 | \$340 |
| Senior Consultant | \$285 | \$295 | \$310 | \$320 |
| Consultant | \$250 | \$260 | \$270 | \$280 |
| Senior Business Analyst | \$225 | \$240 | \$250 | \$260 |
| Business Analyst | \$175 | \$185 | \$190 | \$200 |
| Appeals Coordinator | \$190 | \$200 | \$210 | \$220 |
| Administrative | \$125 | \$130 | \$135 | \$140 |

Natividad Medical Center
Toyon Pricing Matrix
FYE 6/30/2026 - 6/30/2028



| Toyon Reimbursement Services | CCN | Medicare & Medicaid Cost Reports | HCAI Reports | Medicare DSH w/ Audit | Medicare UCRS w/ Audit | Medicare Bad Debts w/ Audit (Crossover Only) | Total |
|------------------------------|--------|----------------------------------|------------------------|------------------------|------------------------|--|------------------------|
| Natividad Medical Center | 050248 | \$35,000 | \$18,000 | \$16,000 | \$18,000 | \$8,500 | \$95,500 |
| Total | | <u>\$35,000</u> | <u>\$18,000</u> | <u>\$16,000</u> | <u>\$18,000</u> | <u>\$8,500</u> | <u>\$95,500</u> |