

**RENEWAL AND AMENDMENT NO. 4
TO THE SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER AND
R1 RCM INC.
FOR
BILLING AND CLAIM DENIAL APPEAL SERVICES**

This Renewal and Amendment No. 4 to the Agreement is made and entered into, by and between the County of Monterey (hereinafter "COUNTY"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital owned and operated by the County (hereinafter, "NMC"), and R1 RCM INC. (hereinafter "CONTRACTOR"); (collectively, COUNTY and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, COUNTY and Accretive Health Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on December 1, 2015 to provide billing and claim denial appeal services to COUNTY with a three (3) year term and a total Agreement amount not to exceed \$100,000 and

WHEREAS, Accretive Health Inc. had a legal name change on January 5, 2017 to R1 RCM Inc.; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement retroactively on December 1, 2018 via Renewal and Amendment No. 1 to extend the term for an additional two (2) year period through November 30, 2020 to allow for services to continue, with no cost increase to that total Agreement amount of \$100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2 to add an additional \$40,000, thereby increasing the total Agreement amount to \$140,000 with no change to the billing rates or term of Agreement December 1, 2015 through November 30, 2020 ; and

WHEREAS, the Agreement expired on November 30, 2020; and

WHEREAS, the Parties renewed and amended the Agreement on the same or similar terms, beginning December 1, 2020 and extended the term for an additional one (1) year period through November 30, 2021 for a revised full Agreement term of December 1, 2015 through November 30, 2021 to allow for services to continue and to include an updated Business Associate Agreement to the Agreement with a \$50,000 increase for a total Agreement amount of \$190,000.

WHEREAS, the Agreement expired on November 30, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same terms, beginning December 1, 2021 and to extend the term for an additional two (2) year period through November 30, 2023 for a revised full Agreement term of December 1, 2015 through November 30, 2023 to allow for services to continue with a \$50,000 increase for a total Agreement amount of \$240,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement and in Renewal and Amendment No 1, Amendment No. 2, Renewal and Amendment 3 and this Renewal and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. **Second Sentence of Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:**
The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$240,000."
2. **"TERM OF AGREEMENT" Section shall be amended to the following:**
"The term of this Agreement is from December 1, 2015 through November 30, 2023 unless sooner terminated pursuant to the terms of this Agreement".
3. If there is any conflict or inconsistency between the provisions of Agreement or in Renewal and Amendment No 1, Amendment No. 2, Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 4 shall govern.
4. A copy of this Renewal and Amendment No. 4 shall be attached to the original Agreement.
5. This Renewal and Amendment is effective retroactively on December 1, 2021.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

**COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Lee Scott
Monterey County Deputy County Counsel

Date: 3/25/2022
Chief Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS

By: Joey Nolasco
Monterey County Chief Deputy Auditor-Controller

Date: 3/29/22

CONTRACTOR

RI RCM INC.

CONTRACTOR's Business Name

****Signature instructions below****

By: Logan Johnston
(Signature of Chair, President, or Vice-President)

Logan Johnston EVP - Central Operator
Name and Title

Date: 3/22/2022

By: M. Sean Radcliffe
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer, or Asst. Treasurer)

M. Sean Radcliffe General Counsel
Name and Title

Date: 3/24/2022

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)