

**RENEWAL AND AMENDMENT NO. 6  
TO THE SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
OPTUM CLINICAL SOLUTIONS, INC (FORMERLY PICIS, INC)**

This Renewal and Amendment to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services (hereinafter, "RENEWAL AND AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and **OPTUM CLINICAL SOLUTIONS, INC (FORMERLY PICIS, INC)** (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

**WHEREAS**, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on December 15, 2008; and

**WHEREAS**, the COUNTY and CONTRACTOR amended the Agreement on July 1, 2009 via Renewal and Amendment No. 1 to add an additional \$62,540, thereby increasing the total agreement amount to \$414,958; and

**WHEREAS**, the COUNTY and CONTRACTOR amended the Agreement on November 1, 2009 via Renewal and Amendment No. 2 to add an additional \$8,000, thereby increasing the total agreement amount to \$422,958; and

**WHEREAS**, the COUNTY and CONTRACTOR amended the Agreement on January 1, 2011 via Renewal and Amendment No. 3 to extend the term through June 30, 2011 and to add an additional \$118,130, thereby increasing the total agreement amount to \$541,088; and

**WHEREAS**, the COUNTY and CONTRACTOR amended the Agreement on July 1, 2011 via Renewal and Amendment No. 4 to extend the term through June 30, 2011 and with a total agreement amount not to exceed \$541,088; and

**WHEREAS**, the COUNTY and CONTRACTOR amended the Agreement on July 1, 2012 via Amendment No.5 to extend the term through June 30, 2013 and with a total agreement amount not to exceed \$541,088; and

**WHEREAS**, that Agreement expired on June 30, 2013; and

**WHEREAS**, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning July 1, 2013 and increase the amount payable by **\$70,557** to continue to provide **Software Licensing and Maintenance Services** for NMC.

**NOW THEREFORE**, the Parties agree as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in Agreement, except as specifically set forth below.

1. The term of this RENEWAL is from July 1, 2013 to June 30, 2016 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.

2. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (A-11330)
3. "PAYMENTS BY NMC" Section 2 of the Agreement; shall be amended to the following:  
***"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$611,645."***
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL AND AMENDMENT, the provisions of this RENEWAL AND AMENDMENT shall govern.

*This space left blank intentionally*

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND AMENDMENT NO. 6 as follows:

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary Gray, DO NMC Interim CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: *Form Only*  
*Stacy Saetta*  
Deputy County Counsel

Date: *5/21/15*

**APPROVED AS TO FISCAL PROVISIONS**

By: *Michael P. Miller*  
Chief Deputy Auditor/Controller

Date: *June 1, 2015*

**CONTRACTOR**

*Optum Clinical Solutions Inc*  
Contractor's Business Name\*\*\*

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

*Scott Iverson, COO*  
Name and Title

Date: *5/14/2015*

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

**\*\*\*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.

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.

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.