

**RENEWAL AND AMENDMENT NO. 10  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN HFS Consultants AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Medical Record Scanning, Coding, Abstracting, Productivity,  
Operations Analysis & Interim Staffing Services**

This Renewal and Amendment No. 10 to Professional Services Agreement ("Agreement"), dated July 1, 2005, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and HFS Consultants ("Contractor"), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2006 via Amendment No. 1, on July 1, 2007 via Amendment No. 2, on July 1, 2008 via Amendment No.3, on July 1, 2009 via Amendment No. 4, on March 1, 2010 via Amendment No. 5, on August 1, 2010 via Amendment No. 6, on July 1, 2011 via Amendment No. 7, on July 1, 2012 via Amendment No. 8 and on July 1, 2013 via Renewal and Amendment No. 9.

**WHEREAS**, the County and Contractor wish to amend the Agreement to allow for existing services to continue and to add additional services requested by County.

**AGREEMENT**

**NOW, THEREFORE**, the parties agree to renewal and amend the Agreement as follows:

1. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2005 to June 30, 2014 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is July 1, 2005 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos.1, 2, 3, 4, 5, 6, 7, 8 and 9 are unchanged and unaffected by this Renewal and Amendment No. 9 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Renewal and Amendment No. 10 and all previous amendments shall be attached to the original Agreement (No. A-10169/MYA579).
4. The effective date of this Renewal and Amendment No. 10 is February 1, 2014.

Renewal and Amendment No.10  
HFS  
Consultants  
Natividad Medical Center  
Term: June 1, 2005 thru June 30, 2015  
Not to Exceed: \$7,354,000

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**Natividad Medical Center**


By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

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

By:   
Harry Weis, NMC Chief Executive Officer

Date: 4/21/14

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Anne Brater  
Monterey County, Deputy County Counsel

Date: April 25, 2014

**APPROVED AS TO FISCAL PROVISIONS**

By: NOT APPROVED - SEE ATTACHED  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: May 1, 2014

**Contractor**

Contractor's Business Name\*\*\* (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

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

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 (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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

Renewal and Amendment No.10  
HFS  
Consultants  
Natividad Medical Center  
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IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**Natividad Medical Center**

By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

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

By: \_\_\_\_\_  
Harry Weis, NMC Chief Executive Officer

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Anne Brauer  
Monterey County, Deputy County Counsel

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

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Gary Giboney  
Monterey County Auditor/Controller's Office

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

**Contractor**

HFS CONSULTANTS  
Contractor's Business Name\*\*\* (see instructions)

*Richard A. Giardello*  
Signature of Chair, President, or Vice-President

RICHARD A. GIARDELLO, PRESIDENT  
Name and Title

Date: 12/20/2013

By: *Richard A. Giardello*  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

RICHARD A. GIARDELLO, CFO  
Name and Title

Date: 12/20/2013

\*\*\*Instructions

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