

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN Toyon Associate Inc. AND
NATIVIDAD MEDICAL CENTER
FOR**

1. Rural Floor Budget Neutrality Appeals Services; and 2. Medicare/Medicaid Crossover Bad Debt Recovery Services; and 3. Medicare /Medi-Cal Appeals Services; and 4. OSHPD Report Preparation Services; and 5. Medical Eligible Day Services (POA/Historical); and 6. Medicare/Medi-Cal/Short Doyle Cost report Preparation Services, and 7. Consulting Services.

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Toyon Associate Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for 1. Rural Floor Budget Neutrality Appeals Services; and 2. Medicare/Medicaid Crossover Bad Debt Recovery Services; and 3. Medicare /Medi-Cal Appeals Services; and 4. OSHPD Report Preparation Services; and 5. Medical Eligible Day Services (POA/Historical); and 6. Medicare/Medi-Cal/Short Doyle Cost report Preparation Services, and 7. Consulting Services and with a term July 1, 2015 through June 30, 2018 and a total Agreement amount not to exceed \$1,000,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through June 30, 2021 and to replace "Schedule A-7 Hourly Rates" attached to Original Agreement with "Exhibit A-1 Hourly Rates per Amendment No. 1" attached to Amendment No. 1 with an increase of \$1,000,000, thereby increasing the total Agreement amount of \$2,000,000.

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, 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 Hourly Rate per Amendment No. 1". The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,000,000."
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, 2015 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
- 4.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
6. This Amendment No. 1 shall be effective when July 1, 2018

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

**SCHEDULE A-1 per Amendment No. 1
 Toyon Hourly Rates by Position**

| TITLE | Eff. 7/1/2018 HOURLY RATES | Eff. 7/1/2019 HOURLY RATES | Eff. 7/1/2020 HOURLY RATES |
|-----------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| President | \$ 400 | 410 | 420 |
| Executive Vice President | \$ 400 | 410 | 420 |
| Vice President | \$ 325 | 335 | 345 |
| Executive Director | \$ 315 | 325 | 335 |
| Senior Director | \$ 285 | 295 | 305 |
| Senior Manager | \$ 260 | 265 | 275 |
| Director | \$ 240 | 245 | 250 |
| Manager | \$ 230 | 235 | 240 |
| Asst. Director | \$ 230 | 235 | 240 |
| Senior Consultants | \$ 210 | 215 | 220 |
| Consultants | \$ 185 | 190 | 195 |
| Senior Analysts | \$ 135 | 140 | 145 |
| Analysts | \$ 115 | 120 | 125 |
| Administrative Support | \$ 95 | 100 | 105 |
| Programming Staff | | | |
| Manager Systems Development | \$ 210 | 215 | 220 |
| Systems Programmer | \$ 185 | 190 | 195 |
| Programmer Analyst | \$ 135 | 140 | 145 |