

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE CODING AND CONSULTING SERVICES, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES**

This Amendment No. 5 to the Services Agreement (“Agreement”) which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Healthcare Coding and Consulting Services, LLC. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following: **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 US-based remote medical record coding and consulting services with a term August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed \$90,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 and to add an additional \$570,000, thereby increasing the total Agreement amount to \$660,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 29, 2019 to extend it for an additional two (2) year period through August 21, 2021 to allow for services to continue with a \$1,167,000 increase for a total Agreement amount of \$1,827,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2017 through August 21, 2022 to allow for services to continue with a \$450,000 increase for a total Agreement amount of \$2,277,000.

WHEREAS, the Agreement expired on August 21, 2021; and

WHEREAS, the Parties renewed and amended the Agreement on the same or similar terms, beginning August 22, 2021 on September 21, 2021 to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2016 through August 21, 2022 to allow for services to continue with a \$450,000 increase for a total Agreement amount of \$2,277,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on December 15, 2021 with no change to the agreement term (August 21, 2016 through August 22, 2022) with additions to the original scope of work attached hereto as “Exhibit A-4 per Amendment No. 4” with a \$300,000 increase for the added services for a total Agreement amount of \$2,577,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend for an additional two (2) year period (August 22, 2022 through August 21, 2024) for a revised Agreement term of August 22, 2016 through August 21, 2024 to allow for services to continue with a \$850,000 increase for a total Agreement of \$3,407,000.

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, Amendment No.1, Amendment No. 2, Renewal & Amendment No. 3 and in Amendment No. 4 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:
“The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$3,407,000.”
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 August 22, 2016 through August 21, 2024 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. 5 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Renewal & Amendment No. 3 and in Amendment No. 4.
4. A copy of this Amendment No. 5 shall be attached to the Original Agreement.
5. This Amendment No. 5 shall be effective when signed by both parties.

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. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 3/7/2022

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 3/8/2022

CONTRACTOR

Healthcare Coding and Consulting Services, LLC

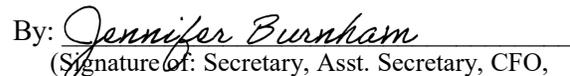
CONTRACTOR's Business Name

See instructions below

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

President, William Cronin
Name and Title

Date: 03/04/2022

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

CFO, Jennifer Burnham
Name and Title

Date: 03/04/2022

*****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).