

**AMENDMENT NO. 5  
TO SERVICES AGREEMENT  
BETWEEN PACIFIC HEALTH ALLIANCE AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
PROVISION OF ADMINISTRATIVE SERVICES FOR THE COUNTY OF MONTEREY  
EXPANDED PILOT PROJECT FOR THE REMAINING UNINSURED**

This Amendment No. 5 to the Agreement ("Agreement") which was effective on August 1, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pacific Health Alliance ("CONTRACTOR"); **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 with Pacific Health Alliance for Expanded Pilot Program Services with a term August 1, 2017 through June 30, 2018 and a total Agreement amount not to exceed \$200,000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on August 31, 2018 via Amendment No. 1 to extend the term for an additional eighteen (18) month period retroactive from July 1, 2018 through December 31, 2019 for a revised Agreement term (August 1, 2017 through December 31, 2019), to allow for services to continue and replace Exhibit A with Exhibit A-1 as per Amendment No. 1, with an increase of \$300,000, thereby increasing the total Agreement amount to \$500,000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on September 6, 2019 via Amendment No. 2 to extend the term for an additional one (1) year period through December 31, 2020 for a revised Agreement term (August 1, 2017 through December 31, 2020), to allow for services to continue and replace Exhibit A-1 with Exhibit A-2 as per Amendment No. 2, with an increase of \$400,000, thereby increasing the total Agreement amount to \$900,000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on July 29, 2020 via Amendment No. 3 to extend the term for an additional one (1) year period through December 31, 2021 for a revised Agreement term (August 1, 2017 through December 31, 2021), to allow for services to continue and to add an additional \$250,000, thereby increasing the total Agreement amount to \$1,150,000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on June 2, 2021 via Amendment No. 4 to extend the term for an additional one (1) year period through December 31, 2022 for a revised Agreement term (August 1, 2017 through December 31, 2022), to allow for services to continue and to add an additional \$300,000, thereby increasing the total Agreement amount to \$1,450,000; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through December 31, 2023 for a revised Agreement term (August 1, 2017 through December 31, 2023), to allow for services to continue on the same or similar terms with a \$415,000 increase for a total Agreement amount not to exceed \$1,865,000.

**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, Amendment No. 2, Amendment No. 3 and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Section 3.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

**"3.1 The term of this this AGREEMENT is from August 1, 2017 through December 31, 2023, unless sooner terminated pursuant to this AGREEMENT. This AGREEMENT is of no force and effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this AGREEMENT."**

2. Section 5.1. to the Agreement is hereby amended and restated to read in entirety as follows:

**"5.1 County shall pay CONTRACTOR in accordance with the payment provisions set forth in the Exhibit A-2, subject to the limitation set forth in this AGREEMENT. The total amount payable to the County to the CONTRACTOR under this AGREEMENT shall not exceed the sum of one million, eight one hundred fifty sixty-five thousand dollars (\$1,865,000)."**

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4.
4. A copy of this Amendment No. 5 shall be attached to the 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.

**COUNTY OF MONTEREY on behalf of**  
**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: 5/4/2022

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 5-10-2022

**CONTRACTOR**

Pacific Health Alliance

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

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

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

Date: 5/4/22

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

JESSICA CLARK, SECRETARY  
Name and Title

Date: 5/4/22

**\*\*\*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).