

**AMENDMENT NO. 10
TO SERVICES AGREEMENT
BETWEEN KPMG LLP (FORMERLY BEACON PARTNERS, INC.) AND
NATIVIDAD MEDICAL CENTER
FOR
MEDITECH MANAGEMENT, SUPPORT AND CONSULTING SERVICES**

This Amendment No. 10 to the Services Agreement ("Agreement") which was effective on June 1, 2010 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and KPMG LLP, (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 Management Consulting Services with a term June 1, 2010 through December 31, 2010 and a total Agreement amount not to exceed \$97,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 3, 2010 via Amendment No. 1 to extend the term for an additional one month period through January 31, 2011 at no cost increase; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on October 1, 2010 via Amendment No. 2 to extend the term for an additional five month period through June 30, 2011 and to add an additional \$95,880 thereby increasing the total Agreement amount to \$193,080; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on February 1, 2011 via Amendment No. 3 to add an additional \$150,000 thereby increasing the total Agreement amount to \$343,080 with no change to term end date; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2011 via Amendment No. 4 to extend the term for an additional one year period through June 30, 2012 and to add an additional \$170,000 thereby increasing the total Agreement amount to \$513,080; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2012 via Amendment No. 5 to extend the term for an additional one year period through June 30, 2013 and to add an additional \$520,000 thereby increasing the total Agreement amount to \$1,033,080; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 15, 2013 via Amendment No. 6 to extend the term through April 15, 2015 and to add an additional \$3,022,790 thereby increasing the total Agreement amount to \$4,055,870; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 1, 2013 via Amendment No. 7 to extend the term through June 30, 2015 and to add an additional \$4,098,400 thereby increasing the total Agreement amount to \$8,154,270; and

WHEREAS, Beacon and CONTRACTOR executed and Assignment and Assumption Agreement wherein Beacon assigned the Agreement to CONTRACTOR effective June 24, 2015; and

WHEREAS, NMC consented in writing effective as of the Effective Date of June 24, 2015, to the assignment by Beacon and assumption by CONTRACTOR of the Agreement; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 8 to extend the term date through June 30, 2016, add consulting services related to Meditech's Operating Room Manager (ORM), and to add an additional \$3,192,000 thereby increasing the total Agreement amount to \$11,346,270; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 9 to extend it for an additional nine month period through March 31, 2017 to allow for services to continue with no change to the Agreement amount; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional five (5) month period through August 30, 2017 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-10 per Amendment No. 10" with a \$301,560 increase for the added services for a total Agreement amount of \$11,647,830.

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, as amended by Amendments 1 through 9 incorporated herein by this reference, except as specifically set forth below.

1. Section 1 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 plus EXHIBIT A-10 as per Amendment No. 10 attached hereto this Amendment No. 10. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$11,647,830."
2. The first sentence of Section 2 titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from June 1, 2010 through August 30, 2017 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 3 titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions of Original Agreement
Attachment A of Amendment No. 1
Attachment A of Amendment No. 2
Attachment A of Amendment No. 3
Amendment No. 5 to Exhibit A per Amendment No. 5
Amendment No. 6 to Exhibit A per Amendment No. 6
Amendment No. 7 to Exhibit A per Amendment No. 7
Amendment No. 8 to Exhibit A per Amendment No. 8
Amendment No. 9 to Exhibit A per Amendment No. 9
Exhibit B: Business Associate Agreement
Amendment No. 10 to Exhibit A per Amendment No. 10
"
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 10 and shall continue in full force and effect as set forth in the Agreement and in Amendment 1 through 9.
5. A copy of this Amendment No. 10 shall be attached to the Original Agreement.
6. This Amendment No. 10 shall be effective when signed by both NMC and CONTRACTOR.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 10 on the basis set forth in this document and have executed this Amendment No. 10 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: ARB
Monterey County Deputy County Counsel

Date: 3-2-17

APPROVED AS TO FISCAL PROVISIONS

By: PM
Monterey County Deputy Auditor/Controller

Date: 3/6/17

CONTRACTOR

KPMG, LLP

CONTRACTOR's Business Name

See instructions below

By: Mark J. Galea
(Signature of: Chair, President, or Vice-President)

Mark J. Galea, Principal
Name and Title

Date: 1/27/2017

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

Michael D. Kirby, Managing Director
Name and Title

Date: 1/28/2017

*****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).

ACCEPTED:

Natividad Medical Center

Authorized Signature

Title

Date