

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN PETER A. RIPPER & ASSOCIATES, INC DBA PARA AND
NATIVIDAD MEDICAL CENTER
FOR
A REVENUE INTEGRITY PROGRAM**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and Peter A. Ripper & Associates, Inc. dba PARA (hereinafter "CONTRACTOR"). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the "Parties", with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Peter A. Ripper & Associates, Inc. dba PARA executed an Agreement to provide a revenue integrity program that audits and enhances each aspect of the revenue cycle process to ensure that all appropriate revenue is created, captured, coded, priced, and paid correctly within compliance guidelines with a term July 1, 2016 through June 30, 2017 and a total Agreement amount not to exceed \$95,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 1 to extend it for an additional one (1) year period through June 30, 2018 for a revised full Agreement term of July 1, 2016 through June 30, 2018 to allow for existing services to continue and with a \$65,000 increase for a revised total Agreement amount not to exceed \$160,000.

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through June 30, 2021 to allow for services to continue with a \$210,000 increase for a total Agreement amount of \$370,000.

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 Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. **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, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$370,000."
2. **The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:**
"The term of this Agreement is from July 1, 2016 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. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. This Amendment No. 2 shall be effective July 1, 2018.

Amendment No.2 to Agreement
With Peter A. Ripper & Associates, Inc. dba PARA
For Revenue Integrity Program

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Saetta
Monterey County Deputy County Counsel

Stacy Saetta
Print Name

Date: 3/14/18

APPROVED AS TO FISCAL PROVISIONS

By: Gary R. Gray
Monterey County Chief Deputy Auditor-Controller

Gary R. Gray
Print Name

Date: 3-15-18

CONTRACTOR

Peter A. Ripper & Associates, Inc. dba PARA

CONTRACTOR's Business Name

~~*Signature Instructions below~~

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

Peter A. Ripper, President
Name and Title

Date: March 13, 2019

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

Peter A. Ripper, Director
Name and Title

Date: March 13, 2019

***Signature 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 (2 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 (2 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 (1 signature required).