

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN CENTRAL COAST HEALTH CONNECT LLC AND
NATIVIDAD MEDICAL CENTER
FOR
HEALTH INFORMATION EXCHANGE SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Central Coast Health Connect LLC (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 health information exchange services with a term of July 1, 2016 through June 30, 2018 and a total Agreement amount not to exceed \$545,619.36; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through June 30, 2020 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit B-1 Budget Sheet for 7/1/18 to 6/30/20 per Amendment No. 1" with a \$541,074 increase for the added services for a total Agreement amount of \$1,086,694.

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. 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 plus EXHIBIT B-1 Budget Sheet for 7/1/18 to 6/30/20 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,086,694."
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, 2016 through June 30, 2020 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND 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
"Exhibit B-1 Budget Sheet for 7/1/18 to 6/30/20 per Amendment No. 1. entirely replaces Exhibit B Contractor Approved Budget. All references in the Agreement to Exhibit B and Exhibit B-1 shall be construed to refer to Exhibit B-1."*
4. 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.

5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
6. This Amendment No. 1 shall be effective on July 1, 2018.

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. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Central Coast Health Connect, LLC.

CONTRACTOR's Business Name

See instructions below

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

VP/COO

Name and Title

Date: 05/9/2018

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

Clint Hoffman, Board Member

Name and Title

Date: 5/9/2018

*****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).

CHI-CCHC Budget																				
Central Coast Health Connect, LLC					Code	Factor	Frequency	Q3	Q4	Total 2018	Q1	Q2	Q3	Q4	Total 2019	Q1	Q2	Total Through June 30th 2020		
CCHC Budget Personnel	Sub-total Personnel	Operational Expenses	Professional Fees: **Management and Operational Expenses (CHI) **Legal Services **Professional Services (ReadyHealth Reports) **Corporate Annual State & Federal Reporting Fees, Licenses and Tax Deposits **Insurance Expenses - D&O, Gen Liability, Profit E&O **Advertising and Patient Outreach **Misc Expenses Supplies: **Services & Supplies (alternated postage, food) Other Expenses: **Rent/Office Overhead, Utilities, Phone	Salary	FTE	Annual														
				Annual	Annual	Annual														
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*Assumptions: CCHC is created in Q4 2015.

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CHC/CHNC Budget																		
Community Health Innovations		Code	Antl	Factor	Frequency	Q3	Q4	Total 2018	Q1	Q2	Q3	Q4	Total 2019	Q1	Q2	Total Through June 2019		
				Effort												2020		
CHC Allocated Budget			Salary/Benefits	FTE				Total Salary + Benefits					Total Salary + Benefits			Total Salary + Benefits		
Personal	Manager		\$181,770	0.75	Annual	\$	30,332	30,332	60,664	31,242	31,242	31,242	124,957	32,170	32,170	64,340		
	Systems Analyst and Support Specialist		\$123,467	1.00	Annual	\$	30,874	30,874	61,748	31,242	31,242	31,242	123,766	31,169	31,169	62,337		
	Systems Analyst and Support Specialist		\$117,480	1.00	Annual	\$	29,370	29,370	58,740	30,251	30,251	30,251	121,004	31,169	31,169	62,337		
	Administrative Assistant		\$59,400	0.25	Annual	\$	3,713	3,713	7,425	3,824	3,824	3,824	15,296	3,939	3,939	7,877		
	Administrative Assistant		\$59,400	0.25	Annual	\$	3,713	3,713	7,425	3,824	3,824	3,824	15,296	3,939	3,939	7,877		
	Administrative Assistant		\$59,400	0.25	Annual	\$	3,713	3,713	7,425	3,824	3,824	3,824	15,296	3,939	3,939	7,877		
	Administrative Assistant		\$59,400	0.25	Annual	\$	3,713	3,713	7,425	3,824	3,824	3,824	15,296	3,939	3,939	7,877		
	Administrative Assistant		\$59,400	0.25	Annual	\$	3,713	3,713	7,425	3,824	3,824	3,824	15,296	3,939	3,939	7,877		
	Administrative Assistant		\$59,400	0.25	Annual	\$	3,713	3,713	7,425	3,824	3,824	3,824	15,296	3,939	3,939	7,877		
	Administrative Assistant		\$59,400	0.25	Annual	\$	3,713	3,713	7,425	3,824	3,824	3,824	15,296	3,939	3,939	7,877		
Operational Expenses	Professional Fees		\$27,000	0.25	Quarterly	\$	14,273	14,273	28,545	14,273	14,273	14,273	57,090	14,273	14,273	28,545		
	Consulting Fees - Security & Privacy Office / HIE Consultant		\$40,000	1.00	Quarterly	\$	10,000	10,000	20,000	10,000	10,000	10,000	40,000	10,000	10,000	20,000		
	Temporary Clinical		\$50,000	1.00	Quarterly	\$	15,000	7,500	15,000	7,500	7,500	7,500	30,000	7,500	7,500	15,000		
	Professional Services - Accountant/Budgetkeeper and Annual Audit		\$50,000	1.00	Quarterly	\$	15,000	7,500	15,000	7,500	7,500	7,500	30,000	7,500	7,500	15,000		
	Medical Transportation		\$1,000	1.00	Quarterly	\$	2,500	2,500	5,000	2,500	2,500	2,500	10,000	2,500	2,500	5,000		
	Office Supplies		\$10,000	1.00	Quarterly	\$	2,500	2,500	5,000	2,500	2,500	2,500	10,000	2,500	2,500	5,000		
	Office Supplies		\$10,000	1.00	Quarterly	\$	2,500	2,500	5,000	2,500	2,500	2,500	10,000	2,500	2,500	5,000		
	Office Supplies		\$10,000	1.00	Quarterly	\$	2,500	2,500	5,000	2,500	2,500	2,500	10,000	2,500	2,500	5,000		
	Office Supplies		\$10,000	1.00	Quarterly	\$	2,500	2,500	5,000	2,500	2,500	2,500	10,000	2,500	2,500	5,000		
	Office Supplies		\$10,000	1.00	Quarterly	\$	2,500	2,500	5,000	2,500	2,500	2,500	10,000	2,500	2,500	5,000		
Sub Total Operational Expenses						\$	48,273	50,273	98,545	48,273	48,273	48,273	195,050	48,273	48,273	96,545		
Total Expenses						\$	148,591	148,591	297,182	148,591	148,591	148,591	648,591	148,591	148,591	297,182		
Contingency						\$	(148,591)	(148,591)	(297,182)	(148,591)	(148,591)	(148,591)	(594,362)	(148,591)	(148,591)	(297,182)		
Net Operating Income						\$												
Increase to Salaries for Benefits						\$												
Annual Increase						\$												
Total						\$												