

Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 23 through 41. :

Agreement No.: A - 14865

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement with R1 RCM Inc. for billing and claim denial appeal services, adding \$40,000, for a revised total agreement amount not to exceed \$140,000 with no changes to the agreement term December 1, 2015 through November 30, 2020.

PASSED AND ADOPTED on this 7th day of July 2020, by the following vote, to wit:

AYES:

Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES:

None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 7, 2020.

Dated: July 7, 2020 File ID: A 20-131 Agenda Item No.: 23

Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Joel G. Pablo, Deputy

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AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN R1 RCM INC. AND NATIVIDAD MEDICAL CENTER FOR BILING AND CLAIM DENIAL APPEALS

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on December 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and R1 RCM Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, NMC and Accretive Health Inc. executed an Agreement for billing and claim denial appeal services, with a term December 1, 2015 through November 30, 2018 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, Accretive Health Inc. had a legal name change on January 5, 2017 to R1 RCM Inc.; and

WHEREAS, NMC and CONTRACTOR amended the Agreement retroactively on December 1, 2018 via Renewal and Amendment No. 1 to extend the term for an additional two (2) year period through November 30, 2020 to allow for services to continue, with no cost increase to that total Agreement amount of \$100,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add \$40,000 in funds to allow for services to continue, thereby increasing the total Agreement amount to \$140,000, with no changes to the term of the Agreement.

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 incorporated herein by this reference, except as specifically set forth below.

- 1. The last sentence of the paragraph titled, "PAYMENTS BY NMC" shall be amended to the following: "The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$140,000."
- 2. Section III.A.i of Exhibit A shall be amended to the following: "NMC shall pay an amount not to exceed \$140,000 for the implementation work set forth in the Scope of Services."
- 3. Except as provided herein, all remaining terms, conditions and provisions of the 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 Renewal and Amendment No. 1.
- 4. A copy of this Amendment No. 2 shall be attached to the Agreement.
- 5. This Amendment No. 2 shall be effective when signed by both parties.

Amendment No. 2 to Agreement with R1 RCM Inc. for Billing and Claim Denial Services **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: Cary R. Gray, DO, CEO
Date: 7 (3 2000)
APPROVED AS TO LEGAL PROVISIONS
By: Monterey County Deputy County Counsel
Date:
APPROVED AS TO FISCAL PROVISIONS
By: Monterey County Deputy Auditor/Controller
Date:4/29/2020

CONTRACTOR

R1 RCM Inc.
CONTRACTOR's Business Name
See instructions below DocuSigned by:
Logan Johnston
By:
(Signature of: Chair, President, or Vice-President)
Logan Johnston - EVP Central Operations
Name and Title
4/25/2020 Date:
By:
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)
Name and Title
Date:
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).