



## Monterey County Board of Supervisors

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[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

### Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

**Agreement No.: A-15874 ; Amendment No.: 1**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A 22-319) with Toyon Associates, Inc for Rural Floor Budget Neutrality Appeals Services, Medicare/Medicaid Crossover Bad Debt Recovery Services, Medicare/Medi-Cal Appeals Services, Office of Statewide Health Planning Development Report Preparation Services, Medical Eligible Day Services (POA/Historical), Medicare/Medi-Cal/Short Doyle Cost report Preparation Services and Consulting services, extending the agreement an additional two (2) year period (July 1, 2024 through June 30, 2026) for a revised full agreement term of July 1, 2022 through June 30, 2026, and adding \$500,000 for a revised total agreement amount not to exceed \$1,350,000.

PASSED AND ADOPTED on this 25<sup>th</sup> day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

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 June 25, 2024.

Dated: June 27, 2024

File ID: A 24-262

Agenda Item No.: 17

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

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN TOYON ASSOCIATES, INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR**

**Rural Floor Budget Neutrality Appeals Services, Medicare/Medicaid Crossover Bad Debt Recovery Services, Medicare/ Medi-Cal Appeals Services, OSHPD Report Preparation Services, Medical Eligible Day Services (POA/Historical), Medicare/Medi-Cal/Short Doyle Cost report Preparation Services and Consulting services**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on July 1, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and TOYON ASSOCIATES, INC. (“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 for Rural Floor Budget Neutrality Appeals Services, Medicare/Medicaid Crossover Bad Debt Recovery Services, Medicare/ Medi-Cal Appeals Services, OSHPD Report Preparation Services, Medical Eligible Day Services (POA/Historical), Medicare/Medi-Cal/Short Doyle Cost report Preparation Services and Consulting services with a term July 1, 2022 through June 30, 2024 and a total Agreement amount not to exceed \$850,000; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through June 30, 2026 for a revised term (July 1, 2022 through June 30, 2026) and to add an additional \$500,000, thereby increasing the total Agreement amount to \$1,350,000; and

**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. Section 2 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:  
***“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A in the Original Agreement.. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,350,000.”***
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, 2022 through June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement.”***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the Agreement.
5. This Amendment No. 1 shall be effective on July 1, 2024 \_\_\_\_\_.

*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.

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

By: Charles R. Harris, CEO  
*Charles R. Harris*

Date: 6/28/24

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
Monterey County Deputy County Counsel  
*[Signature]*  
698D21D44C431D

Date: 5/23/2024 | 7:09 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
Monterey County Deputy Auditor/Controller  
*Patricia Ruiz*  
E79EF64E57454F6

Date: 5/28/2024 | 11:07 AM PDT

**CONTRACTOR**

Toyon Associates, Inc.  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

By: Ronald G. Knapp, COO  
*Ronald M. Knapp*  
(Signature of: Chair, President, or Vice-President)  
**RONALD G KNAPP COO**  
Name and Title

Date: 5/27/2024

By: Ryan Sader, CFO  
*[Signature]*  
(Signature of: Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer)

RYAN SADER, CFO  
Name and Title

Date: 5/22/2024

**\*\*\*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).