

**AMENDMENT NO. 8  
TO SERVICES AGREEMENT  
BETWEEN HEALTH MANAGEMENT ASSOCIATES, INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
CONSULTING SERVICES ON PATIENT ALIGNMENT, COUNTY AMBULATORY CLINICS,  
HEALTH PLAN MEMBER ACCESS**

This Amendment No. 8 to the Services Agreement (“Agreement”) which was effective on January 2, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Health Management 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 County of Monterey on behalf of Natividad Medical Center and Health Management Associates, Inc. entered into an Agreement for consulting services pertaining to patient alignment and Monterey County ambulatory clinics, with a term January 2, 2017 through January 1, 2018 and a total Agreement amount not to exceed \$45,000; and

**WHEREAS**, the Parties amended the Agreement on January 31, 2018 via Amendment No. 1 to extend the term for an additional one year period through January 1, 2019 to allow for services to continue with additional consulting services and an increase of \$55,000 to cover the added services for a revised total Agreement amount of \$100,000; and

**WHEREAS**, the Parties amended the Agreement on August 28, 2018 via Amendment No. 2 to add additional consulting services and an additional \$50,000 to cover the added services for a revised total agreement amount of \$150,000, with no extension to the term; and

**WHEREAS**, the Parties amended the Agreement on December 11, 2018 via Amendment No. 3 to extend the term for an additional one (1) year period through January 1, 2020 with additional services added and an additional \$230,000 to cover the added services and extended term, for a revised total Agreement amount not to exceed \$380,000; and

**WHEREAS**, the Parties amended the Agreement on December 18, 2019 to extend the term for an additional one (1) year period through January 1, 2021 with no change to the original scope of work or total agreement amount; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement January 20, 2021 to extend the term for an additional one (1) year period (January 2, 2021 through January 1, 2022) for a revised term agreement of January 2, 2017 through January 1, 2022, with no change to the original scope of work or increase to the total agreement amount of \$380,000.

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend the term for an additional one (1) year period (January 2, 2022 through January 1, 2023) for a revised term agreement of January 2, 2017 through January 1, 2023, with no change to the original scope of work or increase to the total agreement amount of \$380,000.

**WHEREAS**, the Parties renewed and amended the Agreement on the same or similar terms on February 2, 2023 via Renewal & Amendment No. 8, beginning January 2, 2023 and to extend the term for an additional one (1) year period (January 2, 2023 through January 1, 2024) for a revised full Agreement

term of January 2, 2017 through January 1, 2024 and to increase the amount payable by \$100,000 for a total Agreement amount of \$480,000; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (January 2, 2024 through January 1, 2025) for a revised full agreement term of January 2, 2017 through January 1, 2025 with a \$100,000 increase for the added services for a total Agreement amount of \$580,000.

### **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 in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and in Renewal & Amendment No. 7 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:  
***"Total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$580,000."***
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 January 2, 2017 through January 1, 2025 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. 8 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and Renewal and Amendment No. 7.
4. A copy of this Amendment No. 8 shall be attached to the Agreement.
5. This Amendment No. 8 shall be effective when both parties have signed.

***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. 8 on the basis set forth in this document and have executed this Amendment No. 8 on the day and year set forth herein.

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

By: \_\_\_\_\_  
Charles R. Harris, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
DocuSigned by:  
*Stacy Saelta*  
C0ECE1B99F444A9...  
Monterey County Deputy County Counsel

Date: 10/9/2023 | 6:21 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
DocuSigned by:  
*Jennifer Forsyth*  
4E7F657875454AF...  
Monterey County Deputy Auditor/Controller

Date: 10/10/2023 | 9:06 AM PDT

**CONTRACTOR**

Health Management Associates, Inc.

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
DocuSigned by:  
*Kelly Johnson*  
7533E7CBA7A5470...  
(Signature of: Chair, President, or Vice-President)

Kelly Johnson Chief Administrative Officer  
Name and Title

Date: October 6, 2023 | 9:27 PDT

By: \_\_\_\_\_  
DocuSigned by:  
*Bruce Gould*  
AC796E34D7FC406...  
(Signature of: Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer)

Bruce Gould CFO  
Name and Title

Date: October 6, 2023 | 7:52 EDT

**\*\*\*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).