

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN FLYCAST PARTNERS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
DESIGNING, IMPLEMENTING & TRAINING SERVICES FOR BMC FOOTPRINTS & BMC
CLIENT MANAGEMENT**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on June 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Flycast Partners, Inc. (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 with Flycast Partners, Inc. for Designing, Implementing & Training Services For BMC Footprints & BMC Client Management with a term June 1, 2019 through May 31, 2022 and a total Agreement amount not to exceed \$99,322.50; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to allow for services to continue with revisions to the original scope of work (Exhibit A of original Agreement) attached hereto as “Exhibit A-1 per Amendment No. 1” with no changes to the billing rates or term of the Agreement June 1, 2019 through May 31, 2022.

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 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-1, 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 \$99,322.50.”
2. 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 A-1: Scope of Services/Payment Provisions as per Amendment No. 1.” (Replaces Exhibit A: Scope of Services/ Payment Provisions)*
3. Exhibit A-1 replaces Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1 as attached to this Amendment No. 1 and incorporated herein.
4. 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.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective when signed by both Parties.

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: 2/27/2020

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 2/25/20

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller


Date: 2/26/2020

CONTRACTOR

Flycast Partners, Inc.

CONTRACTOR's Business Name

See instructions below

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

Nathan George, President

Name and Title

Date: 2-8-2020

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

Kim Gagnon, Secretary

Name and Title

Date: Feb 5 2020

*****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).

EXHIBIT A-1 as per Amendment No. 1
Scope of Services/ Payment Provisions

This Scope of Service is entered into by and between Natividad Medical Center, hereinafter referred to as (“NMC”) and Flycast Partners, Inc. hereinafter referred to as (“CONTRACTOR”) pursuant to the Services Agreement between NMC and CONTRACTOR attached hereto and is subject to the terms and conditions of the Agreement.

I. Scope of Services

CONTRACTOR is an authorized provider of BMC Software and shall provide NMC with design, implementation, training, and continuous software support services for the BMC Footprints and BMC Client Management Software.

II. CONTRACTOR Obligations

A. CONTRACTOR shall provide NMC with comprehensive BMC Software Support related to BMC Footprints & BMC Client Manager (BCM) software 24 hours a day, 7 days a week (including published holidays) for Severity One (S1) issues. All other Severity issues (S2-S4) will be supported 7am-7pm; M-F Central Time (excludes published holidays).

B. CONTRACTOR shall provide Professional Services –The services under this category may include but is not exclusive to the following:

1. **Training:** Administration training for BMC FootPrints and BMC Client Management or any training specific to NMC’s processes, reporting requirements or user requirements.
2. **Professional Services** for process or technical design, additional customizations, and other services not covered under the standard software maintenance/technical support provided by BMC Software.
3. Requirements to initiate services in this category are as follows:
 - a. NMC shall submit a request for service in writing.
 - b. CONTRACTOR shall provide a quote for approval and a Statement of Work for those services.
 - c. All services in this category are on an “as-requested” and “as-approved” basis by NMC.
 - d. Remote professional services in this category shall be a minimum of four (4) hours per request.
 - e. Remote professional services shall be scheduled at a date/time mutually agreeable to both parties.

- f. Professional services on NMC premise shall be billed on a per-diem basis and will be scheduled at a minimum of three (3) days.
- g. Professional services on NMC premise shall be standard business days of Monday – Friday and standard business hours of 8am – 5pm Pacific Standard Time.
- h. Professional services on NMC premise require a minimum of three (3) weeks scheduling lead time.

II. NMC Responsibilities

- a. NMC shall provide point of contact for each engagement with the authority and ability to coordinate resources in a timely manner as required by CONTRACTOR to provide input needed to make necessary decisions and provide key data to be enabled in the systems.

III. Payment Provisions

- a. CONTRACTOR is an authorized reseller and Professional Services provider of BMC software and will provide all services associated with this Agreement. The following table reflects the breakdown of costs by service category:

1. Professional Service Fees:

Description	Hourly Rate
Remote Professional Services - Implementation per Hour Cost	\$216.56
Onsite Professional Services - Implementation per Diem Cost (Travel Included)	\$2,232.50 <i>Daily Rate</i>

2. BMC Support Service Fees:

Description	Annual Fee
BMC Continuous Support (flat fee)	\$24,415.11

- b. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- c. Invoices shall be submitted by CONTRACTOR to NMC monthly.
- d. Invoices shall be sent directly to NMC Accounts Payable at the “Bill To” address provided on the purchase orders. Payment inquiries may be emailed to: accountspayableemail@natividad.com.