

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN ELECTRONIC MANAGEMENT SERVICES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
DIAMOND HOSTING, EMS SUPPORT, and DEVELOPMENT SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on June 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Electronic Management Services, 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 for Diamond Hosting, EMS Support, and Development Services with a term of June 1, 2018 through May 31, 2020 and a total Agreement amount not to exceed \$98,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through May 31, 2023 to allow for services to continue with additions to the original scope of work attached hereto as “Attachment A-1 per Amendment No. 1” with a \$150,000 increase for the added services for a total Agreement amount of \$248,000.

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

1. Section 20 / Paragraph titled, “TERM AND MONTHLY COSTS” shall be amended to the following:

“Term: The term of this Agreement is June 1, 2018 through May 31, 2023

Price and Payment: Plan will pay for EMS Diamond Support at the monthly rate, as defined in Attachment A-1 per Amendment No. 1

Notices: All notices under this Agreement shall be in writing and may be delivered personally, or may be sent by email or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section.”

2. 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.
3. A copy of this Amendment No.1 shall be attached to the Agreement.
4. This Amendment No. 1 shall be effective when signed by the last party.

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: _____
3/17/2020

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
3/18/2020

CONTRACTOR

Electronic Management Services, Inc.

CONTRACTOR's Business Name

See instructions below

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

DAVID COMINSKY PRESIDENT
Name and Title

Date: _____
2/26/20

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

CYNTHIA COMINSKY SECRETARY
Name and Title

Date: _____
2/26/20

*****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).



Attachment A-1 per Amendment No. 1

UNIX Hosting Services \$250.00 one time, \$896.00 per month

- o \$250.00 one time conversion charges
- o \$896.00 per month
- o EMS will sub-contract the UNIX hosting services to Connectria
- o Net 15

EMS Diamond Support Agreement

- o \$1,750 per month
- o EMS will invoice Plan monthly ten days prior to the beginning of each month.
- o Net 15

EMS Custom Services Rate

While under the EMS Diamond Support Agreement, the EMS Custom Programming and Development Rate will be at \$180 per hour. The EMS Standard Rate is \$250.00 per hour which started January 1, 2018.

For any non Diamond Support activities that EMS provides, EMS will invoice NMC (using the discounted development rate of \$180/hr) at the conclusion of each month. EMS will include a detailed activities listing with the invoice (see example provided on Attachment B).

The total amount of this Agreement shall not exceed \$248,000