

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN BLUE ELM COMPANY LLC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
SOFTWARE AND MAINTENANCE SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “Customer”), and Blue Elm Company LLC. (hereinafter “BLUE ELM”); (collectively, the County, CUSTOMER and BLUE ELM are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for Software and Maintenance Services with a term May 1, 2018 through April 30, 2019 and a total Agreement amount not to exceed \$19,200; and

**WHEREAS**, CUSTOMER AND BLUE ELM amended the Agreement on March 19, 2019 via Amendment No.1 to extend it for an additional three (3) year period through April 30, 2022 to allow for maintenance services to continue at an annual rate of \$3,600 (\$10,800 total added cost for the three additional years) for a revised total Agreement amount of \$30,000.

**WHEREAS**, CUSTOMER AND BLUE ELM currently wish to amend the agreement to add DrAuditor Requeue functionality; to be coterminous with Amendment No. 1 and add \$3,840 for a revised total Agreement amount of \$33,840.

**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. Order Form Section 3, “PAYMENTS” shall be deleted in its entirety and replaced with the following:  
***“Customer agrees to pay a one-time license fee of \$16,000.00 and an annual maintenance fee of \$3,200.00 for the period May 1, 2018 through April 30, 2019 and an annual maintenance fee of \$3,600.00 for the period May 1, 2019 through April 30, 2021, and an annual maintenance fee of \$4,240 (\$640 increase) for the period May 1, 2021 through April 30, 2022, and pay a one-time fee of \$3,200 for DrAuditor Requeue functionality, all in accordance with Section 3 (invoice Payment Terms) of the Master Agreement. A copy of the “Order form Addendum-Requeue Functionality” is attached hereto and is incorporated herein for reference. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$33,840.”***
2. Except as provided herein, all remaining terms, conditions and provisions of the Original 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 Amendment No.1.
3. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
4. This Amendment No. 2 shall be effective when signed by both parties.

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: \_\_\_\_\_  
Gary R. Gray, DO, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By:  \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: 2/11/2021

**APPROVED AS TO FISCAL PROVISIONS**

By:  \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 2/11/2021

**CONTRACTOR**

Blue Elm Company LLC  
\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

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

\_\_\_\_\_  
Name and Title

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).