

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN HIMAGINE SOLUTIONS, INC AND
NATIVIDAD MEDICAL CENTER
FOR
REMOTE RETROSPECTIVE TRAUMA REGISTRY DATA ABSTRACTION, COLLECTION,
AND DATA ENTRY**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on July 1, 2016 is entered into by and between the County of Monterey (hereinafter “COUNTY”), on behalf of Natividad Medical Center (hereinafter “NMC”), and **Himagine Solutions, Inc.** (hereinafter “CONTRACTOR”). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the “Parties”, with respect to the following:

RECITALS

WHEREAS, the County of Monterey, on behalf of Natividad Medical Center and Himagine Solutions, Inc. executed an Agreement for remote retrospective abstraction, data collection and entry of trauma patients into the Trauma One Database with a term July 1, 2016 through June 30, 2017 and a total Agreement amount not to exceed \$99,999; and

WHEREAS, the Parties amended the Agreement on June 13, 2017 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2018 for a revised full Agreement term of July 1, 2016 through June 30, 2018 to allow for existing services to continue and with an increase of \$100,000, thereby increasing the total Agreement amount to \$199,999; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to add an additional \$250,000 for services to continue with no change to the Scope of Services or the billing rates stated within the Agreement for a revised total Agreement amount not to exceed \$449,999; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend the term for an additional one (1) year period through June 30, 2019 for a revised full Agreement term of July 1, 2016 through June 30, 2019 to allow for existing services to continue with no change to the Scope of Services or the billing rates stated within the Agreement with an increase of \$76,693 for a revised total Agreement amount not to exceed \$526,692.

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 Amendment No. 3 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, 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 \$526,692.”
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, 2016 through June 30, 2019 unless sooner terminated pursuant to the terms of this Agreement.”

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 3.
4. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
5. This Amendment No. 3 shall be effective when signed by both Parties.

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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB _____
Monterey County Deputy County Counsel

Date: March 15, 2018

APPROVED AS TO FISCAL PROVISIONS

By: [Signature] _____
Monterey County Deputy Auditor/Controller

Date: 3-21-18

CONTRACTOR

Himage Solutions Inc.

CONTRACTOR's Business Name

See instructions below

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

Mark Rowland, CFO _____
Name and Title

Date: march 5, 2018

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

Lisa Phillips, CAO _____
Name and Title

Date: march 5, 2018

*****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).