

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN Healthcare Services Management (HSM),
AND
NATIVIDAD MEDICAL CENTER
FOR**

**Meditech EDM Module Consulting Services, Senior Patient Care System and Emergency
Department Management Consulting Services, and Project Management Services for the ICD10
Code Transition**

This Amendment No. 3 to the Services Agreement ("Agreement"), dated May 1, 2011 is entered into by and between the County of Monterey, on behalf of **Natividad Medical Center (hereinafter "NMC")**, and **Healthcare Services Management (HSM)**, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Meditech EDM Module Consulting Services including (CPOE) with a one year term and a total Agreement amount not to exceed \$250,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 1, 2012 via Renewal and Amendment No. 1, modifying Scope of Work to include Senior Patient Care system and Emergency Department Management Consulting Services (Pdoc), to extend the term an additional thirteen month period through June 30, 2013 and to add an additional \$570,725, thereby increasing the total agreement amount to \$820,725; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Renewal and Amendment No. 2, modifying Scope of Work to include Project Management Services for the transition between ICD9 Codes to ICD10 codes, to extend the term for an additional two years through June 30, 2015 and to add an additional \$1,202,950, thereby increasing the total agreement amount to \$2,023,675; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one year period through June 30, 2016 to allow for services to continue with no increase to the total amount of the Agreement and no change to the current scope of work.

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 Original Agreement, Renewal and Amendment No 1, and Renewal and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following;
"The term of this Agreement is May 1, 2011 to June 30, 2016 unless sooner terminated pursuant to this Agreement".
2. Except as provided herein, all remaining terms, conditions and provisions of the 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 Renewal and Amendment No. 1, and Renewal and Amendment No. 2.
3. A copy of this Amendment No. 3 shall be attached to the Original Agreement.

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 on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary Gray, D.O., Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Deputy County Counsel

Date: 3/26/15

APPROVED AS TO FISCAL PROVISIONS

By: _____
Chief Deputy Auditor/Controller

Date: 3-26-15

CONTRACTOR

~~Healthcare Services Management, Inc.~~
CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

David Devine, President / CEO
Name and Title

Date: 3/16/15

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

Kim Emerling, Secretary
Name and Title

Date: 3/16/15

***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)