

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN BLUE ELM COMPANY LLC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
SOFTWARE AND MAINTENANCE SERVICES**

This Amendment No. 1 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 currently wish to amend the Agreement 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.

**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 6, "MAINTENANCE CONTRACT PERIOD" shall be deleted in its entirety and replaced with the following:  
*"Maintenance performed by BLUE ELM to the SOFTWARE PROPERTY is governed under the terms and conditions of this Maintenance portion of the Agreement, provided that Customer purchases such Maintenance on an annual basis. During the term of the Service Period, BLUE ELM will provide Customer access to all new versions, releases, updates, enhancements, corrections, and amendments to the SOFTWARE PROPERTY (collectively, "Updates") at no additional cost. If the SOFTWARE PROPERTY is ever displaced by BLUE ELM (or another renamed product is distributed), Customer shall review the new product at no additional charge. The initial service period ("Initial Service Period") of the Maintenance shall be for one (1) year commencing immediately after the SOFTWARE PROPERTY warranty period expires as defined in Paragraph 8(b). Maintenance shall be renewed upon mutual agreement of the parties via a written amendment signed by both parties. The Initial Service Period and any Renewal Service Period are referred to herein collectively as the "Service Period." BLUE ELM may increase such fees for a Renewal Service Period in accordance with Section 8(b) (Maintenance Payment Terms) below which shall be effective only via a written amendment that has been signed by both parties."*
2. Order Form Section 3, "PAYMENTS" shall be amended to 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 Customer agrees to pay an annually, a maintenance fee of \$3,600.00 for the period May 1, 2019 through April 30, 2022 in accordance with Section 3 (invoice Payment Terms) of the Master Agreement. The total amount*

***payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$30,000.”***

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
5. This Amendment No. 1 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. 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: 3/15/19

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 3/15/19

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

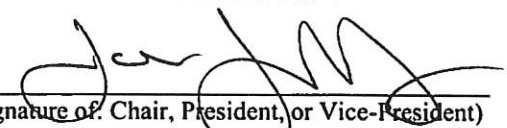
Date: 3/15/19

**CONTRACTOR**

Blue Elm Company LLC

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

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

John Mackey, President  
Name and Title

Date: 2019-03-13

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).