

**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: Dr. Gary R. Gray
Gary R. Gray, DO, CEO

Date: 3/8/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Speltz
Monterey County Deputy County Counsel

Date: 2/11/2021

APPROVED AS TO FISCAL PROVISIONS

By: gary k giboney
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).

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: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Blue Elm Company LLC

CONTRACTOR's Business Name

See instructions below

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

John Mackey, Resident
Name and Title

Date: 2021-01-29

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).

Order Form Addendum

DrAuditor Requeue Functionality

This order form addendum (Addendum) effective upon execution of Amendment 2, is being entered into pursuant to the terms and conditions of the DrAuditor Order Form (Order Form) dated the 1st day of May, 2018 between Blue Elm Company LLC (BLUE ELM) and Natividad Medical Center (Customer).

This Addendum extends the Order Form as follows:

The license and maintenance shall be extended to include DrAuditor's Requeue functionality. The Requeue functionality allows Customer to update its MEDITECH Data Repository SQL database based on reported errors and discrepancies found by the DrAuditor application. After an audit run has completed, the user can view the discrepancy and error reports. If the user agrees with the data problems being reported by DrAuditor, the user uses the Requeue functionality to have DrAuditor resend the missing/discrepant rows to the DR. The Requeue option is available for missing source system rows and column discrepancies. The Requeue functionality does not attempt to correct rows that exist in Data Repository exclusively or rows/columns that cannot be sent due to data type conversion issues. This addendum covers all DrAuditor licensed MEDITECH DR databases for the addition of this functionality.

Enabling the Requeue functionality creates a risk for data corruption in the Data Repository SQL database. This is true any time data is modified in the Data Repository. In the case of a data corruption event, Customer will use the MEDITECH Initial Load (or Special Initial Load) process to restore the data from the MEDITECH transactional system. In the unlikely event of a catastrophic failure, Customer will need to restore the effected data from backup media.

Unless required by applicable law or agreed to in writing, BLUE ELM provides the Requeue functionality on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. Customer is solely responsible for determining the appropriateness of using the Requeue functionality and assumes any risks associated with Customer's exercise of permissions under this License.

Customer agrees to pay an additional license fee of \$3,200.00 for the rights granted herein. License fee shall be due upon delivery. Annual maintenance shall be increased by \$640.00 (\$4,240.00 maintenance total).

Natividad Medical Center (Customer)

By Dr. Gary R. Gray Print _____
Gary R. Gray, DO, CEO
Title _____ Date 3/8/21

Blue Elm Company

By [Signature] Print John J. Mackey
Title President Date 2021-01-29