

**RENEWAL AND AMENDMENT NO. 3  
TO THE SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
BLUE ELM COMPANY LLC.  
FOR  
SOFTWARE AND MAINTENANCE SERVICES**

This Renewal and Amendment No.3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Blue Elm Company LLC. (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, 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 amended 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.

**WHEREAS**, the Agreement expired on April 30, 2022; and

**WHEREAS**, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 1, 2022 and to extend the term for an additional three (3) year period through April 30, 2025 for a revised full Agreement term of May 1, 2018 through April 30, 2025 to allow for services to continue with an increase of \$12,936 for a total Agreement amount of \$46,776.

**AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:  
"The term of this Agreement is from May 1, 2018 through April 30, 2025 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section, second sentence shall be amended to the following:  
***"The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$46,776."***

3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
4. This Renewal and Amendment No. 3 is effective May 1, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

**COUNTY OF MONTEREY on behalf of**  
**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

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

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

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Chief Deputy Auditor-Controller

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

**CONTRACTOR**

Blue Elm Company LLC

**CONTRACTOR's Business Name**  
**\*\*Signature instructions below\*\***

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

John Mackey, President  
Name and Title

Date: 2022-04-15

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

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

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

**\*\*\*SIGNATURE 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. (2 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. (2 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. (1 signature required)

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

**COUNTY OF MONTEREY on behalf of**  
**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By: Stacy Lee Petta  
Monterey County Deputy County Counsel

Date: 4/6/2022

**APPROVED AS TO FISCAL PROVISIONS**

By: Burcu Mousa  
Monterey County Chief Deputy Auditor-Controller

Date: 4/7/2022

**CONTRACTOR**

Blue Elm Company LLC

**CONTRACTOR's Business Name**

**\*\*Signature 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: \_\_\_\_\_

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Renewal & Amendment No.3 to Agreement  
With Blue Elm for  
Software and Maintenance Services