

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN Maintenance Connection, Inc. AND
NATIVIDAD MEDICAL CENTER
FOR
DATABASE SOFTWARE MAINTENANCE, SYSTEMS CONFIGURATION, END-USER
TRAINING, MAIN-USER TRAINING AND MONTHLY SERVICE FEES**

This Amendment No. 5 to the Services Agreement ("Agreement"), dated July 1, 2010 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Maintenance Connection, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Database, Software, Maintenance, Systems Configuration, End-user Training, Main-user Training and Monthly Service Fees with a two year term and a total Agreement amount not to exceed \$43,560.00; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2011 via Renewal and Amendment No. 1 to add an additional \$5,000.00, thereby increasing the total agreement amount to \$48,560.00; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2012 via Amendment No. 2 to extend the term for an additional one year period through June 30, 2013 and to add an additional \$27,001.00, thereby increasing the total agreement amount to \$75,561.00; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Amendment No. 3 to extend the term for an additional one year period through June 30, 2014 and to add an additional \$20,000.00 thereby increasing the total agreement amount to \$95,161.00; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Amendment No. 3 to extend the term for an additional one year period through June 30, 2015 and to add an additional \$4,439.00 thereby increasing the total agreement amount to \$100,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional six month period through December 31, 2015 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-5 per Amendment No. 5" with a \$31,307.68 increase for the added services for a total Agreement amount of \$131,307.68.

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 and in Amendment No 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Section 1, "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 plus EXHIBIT A-5 as per Amendment No. 5 attached hereto this Amendment No. 5. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$131,307.68. "***
2. The first sentence of Section 2 "TERM OF AGREEMENT" shall be amended to the following; ***"The term of this Agreement is July 1, 2010 to December 31, 2015 unless sooner terminated pursuant to this Agreement"***

3. Section 3, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-5: revised Scope of Services/Payment Provisions as per Amendment No. 5".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4.
5. A copy of this Amendment No. 5 shall be attached to the Original Agreement.

Signature Page to follow

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 5 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 R. Gray, DO, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: March 25, 2015

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 3-26-15

CONTRACTOR

Maintenance Connection
CONTRACTOR's Business Name*** (see instructions)

Chris Bucher
Signature of Chair, President, or Vice-President

Chris Bucher
Name and Title

Date: 3/17/15

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

BRAD SQUIR, VP
Name and Title

Date: 3-17-15

*****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)

Exhibit A-5

MAINTENANCE CONNECTION®

Quote

Maintenance Connection, Inc.
1477 Drew Ave Suite 103
Davis, CA 95616
United States

T: 888-567-3434
F: 775-255-6324

Date	2015/02/27
Expires	2015/05/27
Quote #	7088 v8
Created By	Sales Sales

Prepared for Natividad Medical Center
Andrea Rosenberg
1441 Constitution Blvd
Salinas, California 93906
United States
E: rosenbergaj@natividad.com

Professional Services Quote

Type	Item	SKU	Qty	Price	Total
Professional Services	Implementation Services - System Audit (Package)	IMP-SVCS-AUDIT-PKG	1	\$12,400.00	\$12,400.00
	Our System Audit will identify current usage, pinpoint key growth opportunities, as well as provide an action plan to better leverage Maintenance Connection to achieve organizational goals and objectives. Package Details typically include, but are not limited to: Core and Supporting Module Usage, Current Version Utilization, Data Consistency, Process Efficiency and System Improvement Opportunities.				
	Base Price			\$6,400.00	\$6,400.00
	<u>Training Enhancements</u>				
	Asset Hierarchy and Classification Configuration	IMP-SCVS-TE-A		\$1,000.00	\$1,000.00
	Inventory, Purchase Order and Stockrooms Management	IMP-SCVS-TE-I		\$1,000.00	\$1,000.00
	Preventive Maintenance Schedules, Procedures and Tasks	IMP-SCVS-TE-PM		\$1,000.00	\$1,000.00
	Work Order Process Design, including Service Requester	IMP-SCVS-TE-WO		\$1,000.00	\$1,000.00
	Reports Configuration and Advanced Options	IMP-SCVS-TE-R		\$1,000.00	\$1,000.00
	Rules Manager and Message Center Administration	IMP-SCVS-TE-RM		\$1,000.00	\$1,000.00
Professional Services	Services Delivered In-Person/Onsite - Travel Expenses (Not-to-exceed)	IMP-SVCS-TRVL	10	\$600.00	\$6,000.00
	MC project based Professional Service during normal business hours for MC Implementation and Audit as specified in quote above. Includes uplift for travel to Salinas and overnight stay(s)				

Please contact us if you have any questions.

Total Due	\$18,400.00 USD
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Cost Breakdown

Type	Up-front Fees
Professional Services	\$18,400.00