AMENDMENT No. 1
TO SERVICES AGREEMENT
BETWEEN Gartner Group, Inc. AND
NATIVIDAD MEDICAL CENTER
FOR
Providing access to information technology research on a subscription basis.

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on April 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Gartner Group, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for access to Information Technology research on a subscription basis Services with a term April 1, 2016 through March 31, 2017 and a total Agreement amount not to exceed $86,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional twelve (12) month period through March 31, 2018 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a $88,900 increase for the added services for a total Agreement amount of $174,900.

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. Section 2 / Paragraph titled, "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-1 as per Amendment No. 1 attached hereto during the period April 1, 2017 through March 31, 2018. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $174,900."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from April 1, 2016 through March 31, 2018 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND 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-1: revised Scope of Services/Payment Provisions as per Amendment No. 1."
   Exhibit A-2: Gartner's Usage Policy

4. 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 and in Amendment No. 1.

5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

6. This Amendment No. 1 shall be effective when April 1, 2017

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.

<table>
<tr><td>

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: _____

</td><td>

CONTRACTOR

Gartner Inc.
_____
CONTRACTOR's Business Name
See instructions below

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

Brion Callahan, MVP, Treasurer
_____
Name and Title

Date: January 26, 2017

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

Clare Kretzman, Assistant Secretary
_____
Name and Title

Date: January 26, 2017

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).

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SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM: LEADER

Executive Programs Leadership Team: Leader (the "Service") is designed for the most senior technology executive in the client organization, typically the CIO, and his or her leadership team. The Service provides client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team Member Service.

DELIVERABLES
The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Team Workshop •Added
- Access to Analysts •Added
- Analyst Briefing
- Symposium/ITxpo® with Executive Programs VIP Access
- Executive Programs Events
- Peer Networking

- Leadership Development Research and Related Content •Added
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES
1. **Assigned Service Delivery Team**
   An Executive Partner with past experience in senior technology executive roles and a Team Client Manager will serve as the Leader's primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives ("Leader Agenda"). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

   Strategy Meetings between the Leader and by invitation of the Leader, one or more of the Leader's peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the Leader Agenda.

   The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Value Reviews**
   The Executive Partner will periodically conduct Value Reviews with the Leader against the Leader Agenda.

3. **Team Workshop**
A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises, facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

4. **Access to Analysts**
Analyst Inquiry for the Leader – Provides access to Gartner Analysts who are associated with this Service. Participation is limited to the Gartner Analyst, the Leader, and Team Members. The Leader must be present on the Inquiry call and lead the Inquiry discussion and questions in order to advance the Leader Agenda. Leader may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in Analyst Inquiry non-Team Members from within Client organization.
Prioritized Analyst Scheduling – The Leader is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.
Analyst Briefing – One (1) briefing session per contract period with a Gartner Analyst, delivered at client discretion remotely or onsite, not to exceed four (4) hours. The session may include Team Members and others from the client's organization, up to a total of 25 (twenty-five) participants.

5. **Events**
Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements and Executive Programs VIP access.
Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.
As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

6. **Peer Networking**
Peer Directory – Access to searchable directory of senior technology leaders and CEOs.
Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.
Offline Meetups – Access to designated lounges at Symposium/ITxpo.
Facilitated Networking — Executive Partner will upon request set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

7. **Leadership Development Research and Related Content** – Customized professional development content for the development of technology leaders, targeted to Team Members.

8. **Gartner for IT Leaders Research and Related Content**
Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

9. **IT Key Metrics Data**
Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

10. **Executive Programs Research and Related Content**
Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas

where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

Note: For all Research Access (Numbers 7, 8, 9 and 10 above) – Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

11. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
Unless otherwise provided above, use of this Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services), which is accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM:
ESSENTIALS TEAM MEMBER

Executive Programs Le adership Tea m: Essential s T eam Me mber (the "Servic e") per mits t he client to identify an essentials tea m member, typically an individual reporting to the most senior IT executive , usually the CIO. The Serv ice, which is part of the Executive Programs Le adership Tea m, requires th e separate purchase of the Executive Programs Leadership Team: Leader Service.

DELIVERABLES
The Executive Progra ms Leadership T eam is co mprised of two sets of use rs: (i) the "Le ader," and (ii) "Team Me mbers," a s set forth in the Service Agr eement. Collectively , the Leader and his/her Tea m Members are "Licensed Users." The Deliverables for the Essentials Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Peer Networking
- Gartner for IT Leaders R esearch and Related Content

- IT Key Metrics Data
- Executive Programs Rese arch and Relate d Content
- Leadership Development Resear ch and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES
1. **Assigned Team Client Manager**
   A Team Client Manager will serve as the Essentials Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps th e team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Team Workshop** – Participate in a half-day annual session (jointly deter mined by the Executive Partner and Leader) on Client prem ises f acilitated by the Executive Partner, which is f ocused on application of Executive Programs Re search and ac tion planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. **Access to Analysts**
   Analyst Inquiry for the Essentials Team Member – Essentials Team Member(s) may participate in Analyst Inquiry provided the Inquiry sessions are requested and moderated by Leader. The Leader must be present on the Inquir y call and manage and lead the Inquiry discussion and questions in order to advance the Leader Agenda.

4. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

5. **Gartner for IT Leaders Research and Related Content**
   Includes Gart ner Core IT and Role-specific Resear ch; diagnostic tools, tem plates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

6. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spen ding and staffing, unit costs, and performance measures across critical IT domains.

7. **Executive Programs Research and Related Content**
   Research Reports – Up t o 12 (twelve) Reports per year, covering Gartner-sel ected topics on areas where business and IT inte rsect. (Schedules are approximations and are dependent on the publication schedule of r elevant Re search.) Includes a ssociated tools and teleconference s hosted by Executive Programs authors to discuss their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

8. **Leadership Development Research and Related Content** – Customized professional development content for technology leaders, targeted to Team Members.

   The Essentials Tea m Member (i) m ay open an unm etered num ber of Weekly Picks, News A nalysis, and Webinars; and (ii) is entitled to access Gartne r Research d ocuments fro m the Gartner for IT Leaders, Executive Programs and Leadership Development Research Deliverables above, as follows:
   1. Shared Document Allocation – Shared access to a total document allocation am ong all Essentials Team Members equal to 20 (twenty) Gartner Research documents times the number of Essentials Team Members on the Team.
   2. Reversals – Up to 20 (twenty) reversals (to reverse a debit of specific Gar tner Res earch documents) during the contract term.

9. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
Unless otherwise provided above, use of this Service is governed by the Gartner Usage Policy (formerly known as the Usage Gui delines for Gartner Serv ices), which is accessible on the Poli cies section of gartner.com.

III. Pricing/Fees:
Gartner pricing shall be reference and followed:

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Executive Programs Leadership	Leader	1	Ari Entin	01-APR-2017	31-MAR-2018		
Executive Programs Leadership	Essentials Member	1	TBD	01-APR-2017	31-MAR-2018		
				Term Total			$88,900
				Total Services:	(Excluding applicable		$88,900

ADDITIONAL TERMS & CONDITIONS
Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services), This Amendment which is accessible on the Policies section of gartner.com, attached in Exhibit A-1 Per Amendment No. 1 of the original agreement.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Exhibit A-1 Per Amendment No. 1

Exhibit A-1 Per Amendment No. 1

AUTHORIZATION SIGNATURE

Natividad Medical Center

_____
Signature/Date

_____
Print Name and Title

AUTHORIZATION SIGNATURE

Gartner, Inc. Natividad Medical Center

_____
Signature/Date

Brian Callahan, MP, Treasurer
Print Name and Title

AUTHORIZATION SIGNATURE

Natividad Medical Center

_____
Signature/Date

_____
Print Name and Title

AUTHORIZATION SIGNATURE

Gartner, Inc. Natividad Medical Center

_____
Signature/Date

Claire Kretzman, Assistant Secretary
Print Name and Title

Exhibit A-2 Per Amendment No.1

Gartner Usage Policy

Updated
30 April 2016

Gartner Usage Policy

Welcome to Gartner!

Thank you for purchasing a License to Gartner Research. We've created this Gartner Usage Policy (formerly the Usage Guidelines for Gartner Services) especially for you, the Licensed User. Please note that no changes have been made to the content of the Policy. By continuing to use and access this website, you agree to this new title. Through easy to understand rules and practical scenarios, the Gartner Usage Policy is intended to help you use the Gartner Services within your contractual entitlements; and also get the most value from your Gartner relationship.

This **Gartner Usage Policy** is intended to address the following areas:

- Research Documents for Internal Use (within your company)
- Research Documents for External Use (outside your company)
- Analyst Inquiry
- Usernames & Passwords

Baseline License: This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy.

Product Specific Usage: As the Gartner product portfolio continues to expand, even baseline usage parameters may slightly vary by the type of Service the client has purchased. If a Licensed User is unclear as to how a usage parameter in this Gartner Usage Policy applies to the Service they have purchased, they should contact their Account Executive for further guidance.

Monitoring of Usage: Please note that Gartner monitors activity on our web site, including use of our Services by Licensed Users. If we see indications that our Services are being used outside of this Gartner Usage Policy, we may contact your organization and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement. In the event of non-compliance, Gartner will issue notice of such non-compliance to client organization. Following receipt of such notice, client organization will have 30 days to correct the non-compliance. In the event client organization fails to correct the non-compliance, Gartner reserves the right at its sole discretion to either terminate (or limit access to) the Services or terminate the Service Agreement in its entirety. If you wish to view the practical scenarios, you may do so at Gartner Usage Policy. Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact usage.guidance@gartner.com.

Gartner Usage Policy

Research Documents – Internal Use (within your company)

We welcome you, the Licensed User, to open as many Gartner Research documents as you like: for your personal use within your job *and* within the scope of your Service.

While you may print one hard copy of a Gartner Research document for your personal use in your job role, as a general rule Gartner Research documents cannot be shared:

- With individual non-Users; or

- Via email, intranet posting, or other information storage & retrieval systems.

If your job role requires you to share Gartner Research internally with your colleagues, you may:

- Briefly summarize* the Gartner Research in your own words for your project team or senior-level decision makers (attributing Gartner as the source).

- Include small excerpt* of Gartner Research (e.g., a few lines of text not to exceed 5 sentences, a paragraph, or a specific graphic) in an internal report or presentation (attributing Gartner as the source).

*NOTE: This is an acceptable use so long as it is:

- not done on a systematic or routine basis (e.g., by a Licensed User who consistently distributes a periodic summary or excerpt of Gartner Research or who leverages a company business process that allows non-Users to routinely approach the Licensed User to meet their Gartner Research needs);

- limited to an internal audience only of no more than 15 people; and

- not done with the intent or effect of avoiding the purchase of additional User licenses.

REMINDER: This is a baseline license that may vary depending on your purchased product. Click here for further guidance.

Gartner Usage Policy

Research Documents - External Use (outside your company)

We welcome you, the Licensed User, to open as many Gartner Research documents as you like: for your personal use within your job and within the scope of your Service.

Gartner Research documents cannot be shared (a) outside your company, or (b) via email, internet posting, or other external information storage & retrieval systems.

If your job role requires you to share Gartner Research outside of your company, you may:

* Excerpt or reference with prior written approval from quote.requests@gartner.com and in compliance with the Gartner Copyright & Quote Policy.

* Purchase a Reprint License for External Use. Click here for more information on Reprint Licenses.

REMINDER: This is a baseline license that may vary depending on your purchased product. Click here for further guidance.

Gartner Usage Policy

Analyst Inquiry

We welcome you to call us if you are a Gartner Licensed User with Analyst Inquiry Service.

You may use our Analyst Inquiry Calls (or Written Responses, where approved) to discuss:

* Company related issues

* Interpretation of Gartner Research

* Document reviews such as basic technology reviews of business-related documents (up to 20 pages)

NOTE: Non-Users, inside or outside the Client company, may not participate on Inquiry Calls or receive copies of Written Responses. For the avoidance of doubt, "participate" in this context means Non-Users:

* May not physically attend a session

* May not listen in to an Analyst Inquiry session

Analyst Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased. For additional guidance on your service-specific entitlements, please consult your account representative.

REMINDER: This is a baseline license that may vary depending on your purchased product. Click here for further guidance.

Gartner Usage Policy

Usernames & Passwords

As a Licensed User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company.

There are two exceptions where your Username and Password may be reassigned to another within your company:

- If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or

- If you permanently leave your company.

NOTE: When your company substitutes a Licensed User, the new Licensed User must be located in the same country as the original Licensed User. Where not possible, please consult your Account Executive for an appropriate solution.

NOTE: In situations where your company desires to assign a license to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);

- Company must contractually agree to pass on to contractor the Gartner Usage Policy and to be liable in the event of any misuse or non-compliance with the Services;

- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);

- In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and

- Upon termination of the contractor's service term with your company please arrange to reassign the User License to another within your company per Gartner Usage Policy referenced above.

REMINDER: This is a baseline license that may vary depending on your purchased product. Click here for further guidance.