Medical Information Technology, Inc.

Health Care Information System Software Agreement Amendment

AGREEMENT made this __30th__ day of March, 2022 by and between MEDICAL INFORMATION TECHNOLOGY, INC. ("MEDITECH") and Natividad Medical Center ("Customer").

WHEREAS MEDITECH and Customer entered into a Health Care Information System Software Agreement dated March 22, 2016 ("the Agreement"), whereby MEDITECH licensed computer programs ("LICENSED SOFTWARE") for use by Customer, and WHEREAS Customer and MEDITECH desire to amend the Agreement,

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Article II of the Agreement is hereby amended to incorporate the software listed on the attached Article II-G.

2. The total line item fee recited in Article II of the Agreement is hereby increased by $37,285.

3. The monthly service fee recited in Article II of the Agreement is hereby increased by $200.

4. Payment terms for the software listed on the attached Article II-G shall be as follows: 10% due upon execution of this Amendment, 20% due upon software delivery, 20% due on the earlier of, 90 days following software delivery or upon the attainment of Live Status, 20% due on the earlier of, 180 days following software delivery or upon the attainment of Live Status, 20% due on the earlier of, 270 days following software delivery or upon the attainment of Live Status, and 10% due upon the attainment of Live Status.

5. Customer agrees to pay to MEDITECH upon execution of this Amendment the sum of $3,729 as a downpayment toward the license of the additional software listed on Article II-G.

6. The following shall be added after the first sentence of Article I(A)(3) of the Agreement:

   MEDITECH may access and use Customer data and information, including Protected Information, in the administration and management of its business for purposes including, but not limited to: improving the LICENSED SOFTWARE and system performance, improving implementation and support services provided by MEDITECH, and to perform data aggregation services. MEDITECH shall not use Customer's data or information for marketing purposes without Customer's express written consent, which may be provided to MEDITECH via email.

7. Article I(B)(4) of the Agreement shall be replaced with the following:

   a. Customer acknowledges that certain material which will come into its possession or knowledge in connection with this Agreement includes confidential or proprietary information of MEDITECH (including, without limitation, the terms and conditions of this Agreement) and/or MEDITECH's vendors, disclosure of which to third parties may be damaging to MEDITECH and/or such MEDITECH vendors. Customer agrees to hold all such material in confidence, to use it only in connection with the parties' performance under this Agreement and to release it only to those persons who require access thereto for such performance or as may otherwise be required by law. In addition, Customer shall use commercially reasonable safeguards to prevent any other use or disclosure of confidential or proprietary information of MEDITECH and shall promptly report to MEDITECH any other use or disclosure of such information of which it becomes aware.

   b. Notwithstanding the foregoing in Article I(B)(4)(a) above, MEDITECH shall not prohibit or restrict Customer from disclosing Permitted Communications (defined below) when made for the following purposes in accordance with the information blocking provisions outlined in 45 CFR 170.403: (i) making a disclosure required by law; (ii) communicating information about adverse events, hazards, and other unsafe conditions to government agencies,

health care accreditation organizations, and patient safety organizations; (iii) communicating information about cybersecurity threats and incidents to government agencies; (iv) communicating information about information blocking and other unlawful practices to government agencies; or (v) communicating information about a health IT developer's failure to comply with a Condition of Certification requirement, or with any other requirement of 45 CFR 170, to ONC or an ONC-ACB.

c. To the extent Customer wishes to engage in Permitted Communications for any purpose other than those listed in Article I(B)(4)(b) above, Customer must request advance approval from MEDITECH in writing, which approval shall not be unreasonably withheld.

d. In accordance with 45 CFR 170.403, Permitted Communications shall be defined as communications regarding: (i) the usability of the LICENSED SOFTWARE; (ii) the interoperability of the LICENSED SOFTWARE; (iii) the security of the LICENSED SOFTWARE; (iv) information regarding Authorized Users experiences when using the LICENSED SOFTWARE; (v) MEDITECH's business practices related to the exchanging of electronic health information; (vi) the manner in which Authorized Users have used the LICENSED SOFTWARE.

8. Article I(B)(6) of the Agreement shall be replaced with the following:

Not later than seventy-five (75) days prior to the earliest delivery date listed in Article II-G, Customer will install and maintain, at customer's expense, the equipment and services necessary for a secure remote support connectivity solution called MEDITECH Secure Connect via the services of a MEDITECH authorized MEDITECH Secure Connect partner. Customer shall maintain such MEDITECH Secure Connect service and provide MEDITECH with access thereto for the resolution of system problems in accordance with the applicable sections of Articles III and IV of the Agreement until such time as the service described in Article IV of the Agreememt is terminated for all line items of LICENSED SOFTWARE. MEDITECH shall be permitted to establish a data connection between Customer's system and MEDITECH so that MEDITECH can evaluate whether the LICENSED SOFTWARE has reached operational status and/or to evaluate, if applicable, storage and volume.

9. Neither party to the Agreement shall be liable for any delay or failure in performance of the Agreement if such delay or failure is caused by:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, explosions;

2. acts of terrorism or insurrection;

3. inability to provide services because of epidemics, pandemics, or other situations out of the affected party's control where the government recommends limiting travel due to safety and/or health concerns.

4. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations;

5. events such as ransomware, denial of service attacks, computer viruses, malicious software intrusions, and internet outages so long as the affected party has followed basic industry-standard protocols to minimize the chances of such events.

In such event the affected party shall notify the unaffected party as soon as possible of such force majeure event and the estimated duration thereof. Both parties' obligations shall be suspended for so long as such force majeure event shall continue. A force majeure event excludes corporate reorganization, merger, acquisition, economic hardship, changes in market conditions, or insufficiency of funds.

10. In all other respects the terms and conditions of the Health Care Information System Software Agreement dated March 22, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF each party has executed this Agreement as a sealed instrument this _____ day of March, 2022.

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CUSTOMER      Natividad Medical Center


     By      _____

     Title _____
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MEDITECH      Medical Information Technology, Inc.


     By      _____

     Title _____
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Reviewed and approved as to form.

Stacy Lee Dotta

Chief Deputy County Counsel

4/6/2022

Reviewed as to fiscal provisions

Burcu Mousa

4/8/2022

ARTICLE II-G - DELIVERY

LICENSED SOFTWARE LINE ITEMS	Project Start	Delivery Date	License Fee	Implementation Fee	Line Item Fee	Service Fee	Ref. Manual
MEDINET: Receive Orders & Send Results	05/31/2022	05/31/2022	5,000	10,285	15,285	50	III
PHA Automation System (Robot-RX)	05/31/2022	05/31/2022	15,000	7,000	22,000	150	III
Totals					37,285	200	

EXHIBIT III

SPECIFICATIONS

DOCUMENT PROVIDED UNDER SEPARATE COVER