



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No. A-13067; Amendment No. 5

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment no. 5 to the agreement (A-13067) with Medical Information Technology, Inc. (MEDITECH) for the addition of MD Staff, Pharmacy Automation, and Medinet interfaces for the MEDITECH system at NMC, adding \$65,818 for a revised total agreement amount not to exceed \$299,467, with no change to the implementation term of March 22, 2016 through April 29, 2020.

PASSED AND ADOPTED on this 19th day of November 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 19, 2019.

Dated: November 19, 2019
File ID.: A 19-400
Agenda Item No.: 24

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

Medical Information Technology, Inc.

Health Care Information System Software Agreement Amendment

(MP) LA
November 22nd 2019


AGREEMENT made this 22nd day of November, 2019 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-E.
2. The total line item fee recited in Article II of the Agreement is hereby increased by \$65,818.
3. The monthly service fee recited in Article II of the Agreement is hereby increased by \$450.
4. Payment terms for the software listed on the attached Article II-E 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 \$6,582 as a downpayment toward the license of the additional software listed on Article II-E.
6. Article I(B)(6) of the Agreement shall be replaced with the following:

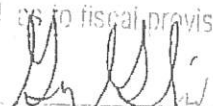
Not later than seventy-five (75) days prior to the earliest delivery date listed in Article II-E, Customer will install and maintain, at customer's expense, the equipment and services necessary for a secure remote support connectivity solution called MEDITECH Secure Connect via the services of a MEDITECH 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 until such time as the service described in Article IV 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.
7. 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.

22nd IN WITNESS WHEREOF each party has executed this Agreement as a sealed instrument this _____ day of
October, 2019.
November 

CUSTOMER Natividad Medical Center
By  for Gary R Gray
Title 11-22-19

MEDITECH Medical Information Technology, Inc.
By Michelle P. O'Connor
Title President & COO

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 10.4-19

ARTICLE II-E - DELIVERY

| LICENSED SOFTWARE LINE ITEMS | Project Start | Delivery Date | License Fee | Implementation Fee | Line Item Fee | Service Fee | Ref. Manual |
|--|------------------|------------------|----------------|-----------------------|------------------|----------------|----------------|
| OV Provider Updates to MT MIS MEDINET: Send Orders & Receive Results | 12/31/2019 | 12/31/2019 | 10,000 | 5,523 | 15,523 | 100 | III |
| PHA Automation System (Robot-RX) | 12/31/2019 | 12/31/2019 | 20,000 | 9,030 | 29,030 | 200 | III |
| | 12/31/2019 | 12/31/2019 | 15,000 | 6,265 | 21,265 | 150 | III |
| Totals | | | | | 65,818 | 450 | |