

LICENSE AGREEMENT AMENDMENT

This is the Fifth Amendment to the License Agreement between FIRST DATABANK, INC. (FIRST DATABANK) and Natividad Medical Center (LICENSEE) dated January 1, 2005. FIRST DATABANK and LICENSEE agree to modify specific terms of the Agreement effective November 1, 2011. Except as provided below, all of the terms and provisions of the Agreement remain in full force and effect.

Section A, LICENSEE REPRESENTATION is amended as follows:

County of Monterey
d/b/a Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
(831) 755-4111

Section B, LICENSED PRODUCTS is amended as follows: **First DataBank RxNorm Cross-Reference Module** and **ALERTSPACE™** are added as Licensed Products. Licensee now licenses the following products:

NATIONAL DRUG DATA FILE™ (NDDF)
DOSAGE RANGE CHECK MODULE™
DRUG ALLERGY MODULE™
DRUG-DISEASE CONTRAINDICATIONS MODULE™
DRUG-DRUG INTERACTION MODULE™
DRUG-FOOD INTERACTION MODULE™
INDICATIONS MODULE™
MIN/MAX DOSE MODULES™
PATIENT EDUCATION MODULE™, English
PRESCRIBER ORDER ENTRY MODULE™ (POEM)

Premium Modules

PATIENT EDUCATION MODULE™, Spanish
First DataBank RxNorm Cross-Reference Module
ALERTSPACE™


Section C, DECLARATION OF USE is amended as follows:

1. Licensee shall use the Licensed Products in a single Meditech inpatient hospital pharmacy computer system at the site identified in Section A to support and regulate the distribution of medication to the patient and assist in clinical screening from within the boundaries of a single hospital institution. The **PATIENT EDUCATION MODULE**, English and Spanish, may be accessed by nurses' stations throughout the hospital for reference inquiries in the provision of patient care.
2. Licensee shall use the Licensed Products in a single Meditech Ambulatory Order Management (AOM) computer system at the site identified in Section A to support computerized prescription writing in an outpatient setting.

User Definition Paragraph:

A User is defined as any prescribing medical practitioner (PMP) at the site identified in Section A using Licensee's Meditech AOM computer system to support computerized prescription writing in an outpatient setting which includes Emergency Department and Outpatient Surgery. A count of the total number of prescribing medical practitioners (PMPs) who are utilizing the Meditech AOM

LICENSEE'S INITIALS 

FDB'S INITIALS 
(ACCT #320057) V4 MOK 09.14.12



computer system is listed on Exhibit 2 - End User Survey to this Agreement and shall be updated annually by Licensee as the basis for fee assessment. User fees are assessed by the number of prescribing medical practitioners (PMPs) who may obtain access to Licensee's Meditech AOM computer system.

Authorized use of Licensed Products expressly excludes distribution of data to any third party outside of Licensee's organization, use in medical practice management systems which support drug dispensing, a clinical data repository, computerized prescriber order entry in an inpatient setting, electronic medication administration record, disease management applications, prescription pricing in a retail setting, claims preparation and adjudication for the purpose of third party billing, litigation or regulatory investigations or inquiry (other than pursuant to a subpoena or other legal process compelling disclosure), supporting internet websites, or any other use not clearly defined above.

Section D, LICENSE FEES AND PAYMENT SCHEDULE is amended as follows: The LICENSEE shall pay to FIRST DATABANK the following Annual License Fees:

	Fee Term Ending 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual License Fee for NDDF for Use as defined in Section C.1:			
Covers up to 100 licensed beds	\$ 8,400	\$ 8,735	\$ 8,950
101-200 licensed beds	\$ 11,200	\$ 11,650	\$ 11,940
201-400 licensed beds	\$ 17,550	\$ 18,250	\$ 18,710
401-749 licensed beds	\$ 28,760	\$ 29,910	\$ 30,660
750+ licensed beds	Special Quote	Special Quote	Special Quote

	Fee Term Ending 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual Base Fee for NDDF for Use as defined in Section C.2:	Waived	Waived	Waived

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 (ACCT #320057) V4 MOK 09.14.12

	Fee Term Ending 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual User Fees for NDDF for Use as defined in Section C.2*:			
PMPs 1 - 50	\$ 67	\$ 69	\$ 71
PMPs 51- 150	\$ 60	\$ 62	\$ 64
PMPs 151 - 300	\$ 54	\$	\$
PMPs 301+	\$ 47	\$ 48	\$ 50


*Annual User Fees are per PMP per year and are calculated incrementally based on the number of PMPs falling into each tier.

	Fee Term Ending 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual License Fee for PATIENT EDUCATION MODULE , Spanish for Use as defined in Section C:	\$ 2,175	\$ 2,262	\$ 2,320

	Fee Term Ending 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual License Fee for First DataBank RxNorm Cross-Reference Module for Use as defined in Section C:			
Covers up to 100 licensed beds	\$ 1,300	\$ 1,350	\$ 1,384
101- 200 licensed beds	\$ 1,732*	\$ 1,800	\$ 1,840
201-400 licensed beds	\$ 2,163	\$ 2,250	\$ 2,310
401-600 licensed beds	\$ 3,458	\$ 3,600	\$ 3,690
601-800 licensed beds	\$ 4,540	\$ 4,720	\$ 4,840
801-1,000 licensed beds	\$ 5,616	\$ 5,840	\$ 5,990
1,001+ licensed beds	Special Quote	Special Quote	Special Quote

*Licensee will be invoiced a pro-rata portion of the Annual License Fee for **First DataBank RxNorm Cross-Reference Module** for the period beginning November 1, 2011 and ending December 31, 2011.

LICENSEE'S INITIALS 

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(ACCT #320057) V4 MOK 09.14.12


	Fee Term Ending 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual License Fee for ALERTSPACE for Use as defined in Section C:			
Covers up to 100 licensed beds	\$ 7,500	\$ 7,500	\$ 7,690
101-200 licensed beds	\$ 8,265*	\$ 8,265	\$ 8,470
201-400 licensed beds	\$ 8,775	\$ 8,775	\$ 8,990
401-749 licensed beds	\$ 14,380	\$ 14,380	\$ 14,740
750+ licensed beds	\$ 19,800	\$ 19,800	\$ 20,300

*Licensee will be invoiced a pro-rata portion of the Annual License Fee for **ALERTSPACE** for the period beginning November 1, 2011 and ending June 30, 2012,

- i) License Fees consist of Annual Fees plus User Fees as specified in Exhibit 1. Annual Fees for each annual Fee Term are due and payable on each anniversary of the Effective Date. Fees for each Fee Term will be based on the then current total number of licensed beds as outlined in the current edition of Billian's HEALTHDATA™ Hospital Blue Book and the total number of prescribing medical practitioners (PMPs) as outlined in Section D.
- ii) Licensee will remit all payments in full no later than thirty (30) days of the invoice date. Amounts not received within thirty (30) days will be subject to late fees of one and one half percent (1½%) per month, on a prorated basis. In addition, First DataBank may recover from Licensee all expenses incurred in connection with collecting overdue amounts, including, but not limited to, collection costs and reasonable attorney's fees. Failure to pay amounts when due may result in discontinuation of product delivery and suspension of implementation support and customer service.
- iii) **IMPLEMENTATION SUPPORT SERVICES:** Licensee is entitled to two (2) hours of implementation support services for **First DataBank RxNorm Cross-Reference Module** and nine (9) hours for **ALERTSPACE** for Use as defined in Section C to be used during the current term of this Agreement. Such implementation support services will be available to Licensee via telephone and e-mail, during First DataBank's standard business hours of 8:00 A.M. to 8:00 P.M. EST Monday through Friday, at no additional charge to Licensee. Implementation support services beyond two (2) hours for **First DataBank RxNorm Cross-Reference Module** and nine (9) hours for **ALERTSPACE** for Use as defined in Section C, onsite, or outside of the standard business hours, or beyond the current term of this Agreement may be separately contracted between Licensee and First DataBank. For the purposes of this Agreement, implementation support services include technical contact regarding the integration of the Licensed Products into Licensee's application.

STANDARD CUSTOMER SUPPORT SERVICES: Standard customer support services will be available to Licensee for the term of the License Agreement via First DataBank's customer support toll-free number (1-800-633-3453) during normal business hours (8:00 A.M. to 8:00 P.M. EST Monday through Friday), via e-mail at cs@firstdatabank.com, or via the Support Link at First DataBank's website at www.firstdatabank.com.

LICENSEE'S INITIALS 

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Section E, ADDITIONAL TERMS AND CONDITIONS is amended by adding the following:


10. This Fifth Amendment supersedes the License Agreement Amendment signed by Licensee on March 14, 2012 and executed by First DataBank on March 22, 2012.
11. This Fifth Amendment, as signed by First DataBank on September 17, 2012, shall not be altered or amended by Licensee prior to execution.
12. The Annual License Fees for the Fee Term ending December 31, 2011 are based upon up to a total of 200 licensed beds. License Fees for future Fee Terms will be based upon then current total number of licensed beds.
13. First DataBank and Licensee agree that Section 6.i of the License Agreement is amended by adding the following: "With respect to Licensee's use of **ALERTSPACE**, Licensee hereby covenants and agrees to indemnify and hold First DataBank harmless from and against any liability, loss, injury or expense (including reasonable attorneys' fees and court costs) imposed upon, incurred or suffered by First DataBank relating to or arising out of any allegation or claim that the use of **ALERTSPACE**, or any information contained therein, caused or contributed to the personal injury or death of an individual unless the allegation or claim is determined by a court of competent jurisdiction to be the result of First DataBank's gross negligence or willful misconduct".
14. **INSURANCE.** First DataBank and Licensee agree that First DataBank covenants that it shall take out and maintain throughout the term of this License Agreement, at its sole cost and expense with the Licensee named as additional insured, insurance of not less than \$1,000,000 U.S. per occurrence for claims that the use of the information contained in the Licensed Products caused damages or injury.

IN WITNESS HEREOF, the parties hereto have executed this Amendment as of the Effective Date stated above.

FIRST DATABANK

DATED: 9/17/2012

500 East 96th Street, Suite 500
Indianapolis, IN 46240-3767
(800) 428-4495
(317) 571-7200
(317) 571-7253 (FAX)

By 

Signature

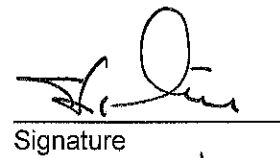
Lance E. Jennings
Name (Print)

Director, Finance
Title

LICENSEE

DATED: 10/1/12

COUNTY OF MONTEREY
D/B/A NATIVIDAD MEDICAL CENTER
1441 Constitution Boulevard
Salinas, CA 93906
(831) 755-4111

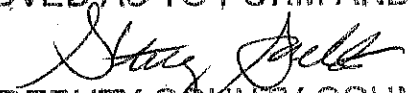
By 

Signature

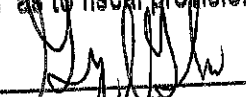
Harvey Weiss
Name (Print)

CEO
Title

APPROVED AS TO FORM AND LEGALITY


DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	January 11, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement with First Databank for Pharmacy Software Licensing Services in an amount not to exceed \$47,757 for the period January 1, 2011 to December 31, 2013.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement with First Databank for Pharmacy Software Licensing Services in an amount not to exceed \$47,757 for the period January 1, 2011 to December 31, 2013.

SUMMARY/DISCUSSION:

First Databank provides NMC with the industry's most comprehensive drug databases. Important components include the allergy and drug-drug interaction database which is integrated with NMC's Meditech system and provides up-to-date drug information to NMC pharmacists. All First Databank databases are supported by a level of clinical and IT expertise that's unmatched in the industry. At present First Databank databases are the most comprehensive and trusted drug knowledge, including NDDF Plus, one of the industry's most widely used and highly regarded sources of drug information. The databases also provide descriptive drug information, unique identifiers and pricing data, NDDF Plus offers an extensive array of clinical decision-support modules. The monthly updates are crucial for NMC to provide the safest care to our patients in real time. The vendor will not accept the standard County insurance and indemnification terms, none the less; NMC considers the contract essential to the delivery of high quality patient care and recommends approval of the contract despite the non-standard terms.

OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's Office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$47,757. \$14,550 is included in the NMC Fiscal Year 2010/11 Approved Budget. Remaining monies will be included in the fiscal year budgets covered by this Amendment. This action will not require any additional General Fund subsidy.

Prepared by:

Nicole Gordon, Pharmacy Director
831-769-8617

November 8, 2010

Harry Weis
Chief Executive Officer

Attachments: Board Order, Amendment #4, 3, 2, 1, and Original Agreement

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No.: A-11674

Authorize the Purchasing Manager for Natividad Medical)
Center (NMC) to execute Amendment No. 4 to the Agreement)
with First Databank for Pharmacy Software Licensing)
Services in an amount not to exceed \$47,757 for the period)
January 1, 2011 to December 31, 2013.....)

Upon motion of Supervisor Armenta, seconded by Supervisor Potter, and carried by those members present, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement with First Databank for Pharmacy Software Licensing Services in an amount not to exceed \$47,757 for the period January 1, 2011 to December 31, 2013.

PASSED AND ADOPTED this 11th day of January 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, 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 75 for the meeting on January 11, 2011.

Dated: January 18, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

LICENSE AGREEMENT AMENDMENT

This is the Fourth Amendment to the License Agreement between FIRST DATABANK, INC. (FIRST DATABANK) and Natividad Medical Center (LICENSEE) dated January 1, 2005. FIRST DATABANK and LICENSEE agree to modify specific terms of the Agreement effective January 1, 2011. Except as provided below, all of the terms and provisions of the Agreement remain in full force and effect.

Section D, LICENSE FEES AND PAYMENT SCHEDULE is amended as follows: The LICENSEE shall pay to FIRST DATABANK the following Annual License Fees:

		01/01/2011 to 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual License Fee for Use as defined in Section C.1:	Covers up to 200 licensed beds	\$ 11,200	\$ 11,650	\$ 11,940

		01/01/2011 to 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual Base Fee for Use as defined in Section C.2:		Waived	Waived	Waived


		01/01/2011 to 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual End User Fees for Use as defined in Section C.2*:	PMPs 1 - 50	\$ 67	\$ 69	\$ 71
	PMPs 51- 150	\$ 60	\$ 62	\$ 64
	PMPs 151 - 300	\$ 54	\$ 55	\$ 57
	PMPs 301+	\$ 47	\$ 48	\$ 50

*Annual End User Fees are per PMP per year and cumulative.

		01/01/2011 to 12/31/2011	01/01/2012 to 12/31/2012	01/01/2013 to 12/31/2013
Annual License Fee for PATIENT EDUCATION MODULE , Spanish for Use as defined in Section C:		\$ 2,175	\$ 2,262	\$ 2,320

- i) License Fees shall consist of Annual Fees plus End User Fees as specified in Exhibit 1. Annual Fees for each annual Fee Term are due and payable on each anniversary of the Effective Date. Fees for each Fee Term will be based on the then current number of total licensed beds as outlined in the current edition of Billian's HEALTHDATA™ Hospital Blue Book and the total number of prescribing medical practitioners (PMPs) as outlined in Section D.

LICENSEE'S INITIALS 

FDB'S INITIALS
(320057) V2 DD 04.10 

- ii) Licensee will remit all payments in full no later than forty-five (45) days of the invoice date. Failure to pay amounts within sixty (60) days of the invoice date may result in discontinuation of product delivery and suspension of implementation support and customer service.
- iii) **STANDARD CUSTOMER SUPPORT SERVICES:** Standard customer support services will be available to Licensee for the term of the License Agreement via First DataBank's customer support toll-free number (1-800-633-3453) during normal business hours (8:00 A.M. to 8:00 P.M. EST Monday through Friday), via e-mail at cs@firstdatabank.com, or via the Support Link at First DataBank's website at www.firstdatabank.com.

Section E, ADDITIONAL TERMS AND CONDITIONS is amended by adding the following:

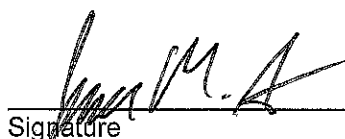
- 9. This Fourth Amendment, as signed by First DataBank on November 4, 2010, shall not be altered or amended by Licensee prior to execution.

IN WITNESS HEREOF, the parties hereto have executed this Amendment as of the Effective Date stated above.

FIRST DATABANK

DATED: 11/4/10

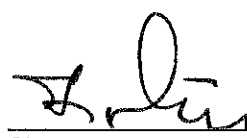
500 East 96th Street, Suite 500
 Indianapolis, IN 46240-3767
 (800) 428-4495
 (317) 571-7200
 (317) 571-7253 (FAX)

By 
 Signature
James M. Schultz
 Name (Print)
Vice President, Finance
 Title


LICENSEE

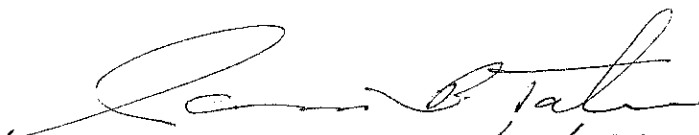
DATED: 11/15/10

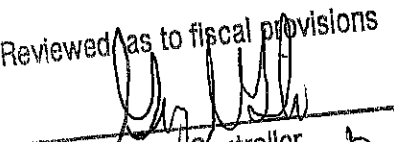
NATIVIDAD MEDICAL CENTER
 1441 Constitution Boulevard
 Salinas, CA 93906
 (831) 769-8617

By 
 Signature
Henry W. Rios
 Name (Print)
CEO
 Title

APPROVED AS TO FORM AND LEGALITY


 DEPUTY COUNTY COUNCIL
 COUNTY OF MONTEREY


 1/19/2011

Reviewed as to fiscal provisions

 Auditor/Controller
 County of Monterey 12-3-10

First Databank Worksheet

Annual License

Year 1

1-1-11 to 12-31-11	\$11,200.00
Pt Edu Spanish	\$2,175.00
AOM 30 PMPs @ \$67 each	\$2,010.00

Year 2

1-1-12 to 12-31-12	\$11,650.00
Pt Edu Spanish	\$2,262.00
AOM 30 PMPs @ \$69 each	\$2,070.00

Year 3

1-1-13 to 12-31-13	\$11,940.00
Pt Edu Spanish	\$2,320.00
AOM 30 PMP's @ \$71 each	\$2,130.00
Grand Total	\$47,757.00

LICENSE AGREEMENT AMENDMENT

This is the Third Amendment to the License Agreement between FIRST DATABANK, INC. (FIRST DATABANK) and Natividad Medical Center (LICENSEE) dated January 1, 2005. FIRST DATABANK and LICENSEE agree to modify specific terms of the Agreement effective January 1, 2010. Except as provided below, all of the terms and provisions of the Agreement remain in full force and effect.

Section C, DECLARATION OF USE is amended as follows:

1. Licensee shall use the Licensed Products in a single Meditech inpatient hospital pharmacy computer system at the site identified in Section A to support and regulate the distribution of medication to the patient and assist in clinical screening from within the boundaries of a single hospital institution. The **PATIENT EDUCATION MODULE**, English and Spanish, may be accessed by nurses' stations throughout the hospital for reference inquiries in the provision of patient care.
2. Licensee shall use the Licensed Products in a single Meditech Ambulatory Order Management (AOM) computer system at the site identified in Section A to support computerized prescription writing in an outpatient setting.

End User Definition Paragraph:

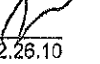
An End User is defined as any prescribing medical practitioner (PMP) at the site identified in Section A using Licensee's Meditech AOM computer system to support computerized prescription writing in an outpatient setting which includes Emergency Department and Outpatient Surgery. A count of the total number of prescribing medical practitioners (PMPs) who are utilizing the Meditech AOM computer system is listed on Exhibit 2 - End User Survey to this Agreement and shall be updated annually by Licensee as the basis for fee assessment. End User fees are cumulative and are assessed by the number of prescribing medical practitioners (PMPs) who may obtain access to Licensee's Meditech AOM computer system.

Authorized use of Licensed Products expressly excludes distribution of data to any third party outside of Licensee's organization, use in medical practice management systems which support drug dispensing, a clinical data repository, computerized prescriber order entry, electronic medication administration record, disease management applications, prescription pricing in a retail setting, claims preparation and adjudication for the purpose of third party billing, litigation or regulatory investigations or inquiry (other than pursuant to a subpoena or other legal process compelling disclosure), clinical medical records management systems, supporting internet websites, or any other use not clearly defined above.

Section E, ADDITIONAL TERMS AND CONDITIONS is amended by adding the following:

6. For the purposes of this Agreement, Licensee internally references and defines this License Agreement as original Agreement No. A-11495.
7. First DataBank will continue to grant Licensee the same use rights under the same Terms and Conditions as stated in the original Agreement with an effective date of January 1, 2005 (original Agreement No. A-11495).
8. The total amount payable by Licensee to First DataBank under Agreement (original Agreement No.-11495) shall not exceed the total sum of \$50,000 for the balance of the term ending December 31, 2010.

LICENSEE'S INITIALS 

FDB'S INITIALS 
(320057) V1 DD 02.26.10

IN WITNESS HEREOF, the parties hereto have executed this Amendment as of the Effective Date stated above.

FIRST DATABANK

DATED: 4/22/10

500 East 96th Street, Suite 500
Indianapolis, IN 46240-3767
(800) 428-4495
(317) 571-7200
(317) 571-7253 (FAX)

By 
Signature

James M. Schultz
Name (Print)

Vice President, Finance
Title

LICENSEE

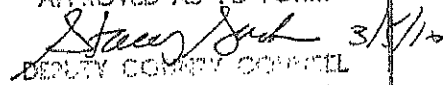
DATED: 4-12-10


NATIVIDAD MEDICAL CENTER
1441 Constitution Boulevard
Salinas, CA 93906
(831) 769-8617

By 
Signature

James B. Tatum
Name (Print)

Director, Purchasing
Title

APPROVED AS TO FORM
 3/1/10
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed (as to fiscal provisions)

Auditor-Controller
County of Monterey
3-6-10

LICENSE AGREEMENT AMENDMENT

This is the Second Amendment to the License Agreement between FIRST DATABANK, INC. (FIRST DATABANK) and Natlidad Medical Center (LICENSEE) dated January 1, 2005. FIRST DATABANK and LICENSEE agree to modify specific terms of the Agreement effective January 1, 2009. Except as provided below, all of the terms and provisions of the Agreement remain in full force and effect.

Section B, LICENSED PRODUCTS is amended as follows: PRESCRIBER ORDER ENTRY MODULE™ (POEM) is added as a Licensed Product. Licensee now licenses the following products:

- NATIONAL DRUG DATA FILE™ (NDDF)
- DOSAGE RANGE CHECK MODULE™
- DRUG ALLERGY MODULE™
- DRUG-DISEASE CONTRAINDICATIONS MODULE™
- DRUG-DRUG INTERACTION MODULE™
- DRUG-FOOD INTERACTION MODULE™
- INDICATIONS MODULE™
- MIN/MAX DOSE MODULES™
- PATIENT EDUCATION MODULE™, English
- PRESCRIBER ORDER ENTRY MODULE™ (POEM)

Premium Module

PATIENT EDUCATION MODULE™, Spanish

Section C, DECLARATION OF USE is amended as follows:

1. Licensee shall use the Licensed Products in a single Meditech Inpatient hospital pharmacy computer system at the site identified in Section A support and regulate the distribution of medication to the patient and assist in clinical screening from within the boundaries of a single hospital institution. The PATIENT EDUCATION MODULE, English and Spanish, may be accessed by nurses' stations throughout the hospital for reference inquiries in the provision of patient care.
2. Licensee shall use the Licensed Products in a single Meditech Ambulatory Order Management (AOM) computer system at the site identified in Section A to support computerized prescription writing in an outpatient setting.

End User Definition Paragraph:

An End User is defined as any prescribing medical practitioner (PMP) at the site identified in Section A using Licensee's Meditech AOM computer system to support computerized prescription writing in an outpatient setting which includes Emergency Department and Outpatient Surgery. A count of the total number of prescribing medical practitioners (PMPs) who are utilizing the Meditech AOM computer system is listed on Exhibit 2 - End User Survey to this Agreement and shall be updated annually by Licensee as the basis for fee assessment. End User fees are cumulative and are assessed by the number of prescribing medical practitioners (PMPs) who may obtain access to Licensee's Meditech AOM computer system.

LICENSEE'S INITIALS

FDB'S INITIALS
(320057) V3 SN 423.09

Authorized use of Licensed Products expressly excludes redistribution of data or use in computerized prescriber order entry, or electronic medication administration records in an inpatient setting, a clinical data repository, prescription pricing in a retail setting, claims preparation or adjudication, clinical medical records management systems, supporting internet websites, or any other use not clearly defined above in Use #1 or 2.

Section D, FEE AND PAYMENT SCHEDULE is amended, as follows: The LICENSEE shall pay to FIRST DATABANK the following Annual License Fees:

Annual Fees for Fee Term beginning January 1, 2009 and ending December 31, 2009:

1. Annual License Fee for Use as defined in Section C.1: (covers up to 200 Licensed Beds): \$10,380
 2. Annual Base Fee for Use as defined in Section C.2: Waived
- Annual End User Fees for Use as defined in Section C.2:
- | | |
|--|-----------------------|
| Prescribing Medical Practitioners (PMPs) 1 - 50 | \$60 per PMP per year |
| Prescribing Medical Practitioners (PMPs) 51 - 150 | \$54 per PMP per year |
| Prescribing Medical Practitioners (PMPs) 151 - 300 | \$48 per PMP per year |
| Prescribing Medical Practitioners (PMPs) 301 + | \$42 per PMP per year |
- End User Fees are cumulative.

Annual License Fee for PATIENT EDUCATION MODULE, Spanish \$2,025


Annual Fees for Fee Term beginning January 1, 2010 and ending December 31, 2010

1. Annual License Fee for Use as defined in Section C.1: (covers up to 200 Licensed Beds): \$10,800
 2. Annual Base Fee for Use as defined in Section C.2: Waived
- Annual End User Fees for Use as defined in Section C.2:
- | | |
|--|-----------------------|
| Prescribing Medical Practitioners (PMPs) 1 - 50 | \$62 per PMP per year |
| Prescribing Medical Practitioners (PMPs) 51 - 150 | \$56 per PMP per year |
| Prescribing Medical Practitioners (PMPs) 151 - 300 | \$50 per PMP per year |
| Prescribing Medical Practitioners (PMPs) 301 + | \$44 per PMP per year |
- End User Fees are cumulative.

Annual License Fee for PATIENT EDUCATION MODULE, Spanish \$2,100

- i) License Fees shall consist of Annual Fees plus User Fees as specified in Exhibit 1. Annual Fees for each Annual Fee Term are due and payable on each anniversary of the Effective Date. End User Fees, when applicable, are billed at the end of each calendar quarter and are due and payable upon receipt of an invoice from First DataBank. Fees for each Fee Term will be based on the then current number of total Licensed Beds as outlined in the current edition of Billian's HEALTHDATA Hospital Blue Book and the total number of prescribing medical practitioners (PMPs) as outlined in Section D.2.
- ii) Licensee will remit all payments in full no later than forty-five (45) days of the invoice date. Failure to pay amounts within sixty (60) days of the invoice date may result in discontinuation of product delivery and suspension of implementation support and customer service.

LICENSEE'S INITIALS

FDB'S INITIALS 
(320057) V3 SN-4.23.09

Section E; ADDITIONAL TERMS AND CONDITIONS is amended by adding the following:

4. This Second Amendment, as signed by First DataBank on April 23, 2009, shall not be altered or amended by Licensee prior to execution.

5. Annual Fees for each Fee Term will be based on the then current number of total Licensed Beds in Section D.1 and the total number of prescribing medical practitioners (PMPs) as outlined in Section D.2.

IN WITNESS HEREOF, the parties hereto have executed this Amendment as of the Effective Date stated above.

FIRST DATABANK

DATED:

4/23/09

500 East 96th Street, Suite 500
Indianapolis, IN 46240-3767
(800) 428-4495
(317) 671-7200
(317) 671-7263 (FAX)

By

Signature

James M. Schultz

Name (Print)

Vice President, Finance

Title

LICENSEE

DATED:

7-27-09

NATIVIDAD MEDICAL CENTER
1441 Constitution Boulevard
Sausalito, CA 93906
(831) 769-8617

By

Signature

Kirk Larson

Name (Print)

CIO

Reviewed (as to fiscal provisions)

Additor-Controller
County of Monterey

WILLIAM M. LITT
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

EXHIBIT 2 - END USER SURVEY

USER COUNT

In accordance with Section C.2 of the Second Amendment to this Agreement, the following is a count of prescribing medical practitioners (PMPs) to whom the Licensed Products have been distributed under the terms of the Agreement.

Number of PMPs: 24

LICENSEE:

BY: _____

DATE: _____

LICENSEE:

BY: _____

DATE: _____

LICENSE AGREEMENT AMENDMENT

This is the First Amendment to the Standard License Agreement between FIRST DATABANK, INC. (FIRST DATABANK) and Natividad Medical Center (LICENSEE) dated January 1, 2005. FIRST DATABANK and LICENSEE agree to modify specific terms of the Agreement effective January 1, 2008. Except as provided below, all of the terms and provisions of the Agreement remain in full force and effect.

Section B, LICENSED PRODUCTS is restated as follows: Licensee now licenses the following products:

NATIONAL DRUG DATA FILE™ (NDDF)
DOSAGE RANGE CHECK MODULE™
DRUG ALLERGY MODULE™
DRUG-DISEASE CONTRAINDICATIONS MODULE™
DRUG-DRUG INTERACTION MODULE™
DRUG-FOOD INTERACTION MODULE™
INDICATIONS MODULE™
INTRAVENOUS MODULE™
MINIMUM/MAXIMUM DOSE MODULES™
PATIENT EDUCATION MODULE™, English

Premium Modules

PATIENT EDUCATION MODULE™, Spanish

Section E, ADDITIONAL TERMS AND CONDITIONS is amended by adding the following:

2. First DataBank and Licensee agree that Section 10 of the Standard License Agreement is amended to read, "USE OF PATIENT EDUCATION. Licensee hereby agrees not to modify the Patient Education Knowledge Databases. If Licensee distributes the Patient Education Knowledge Database information, then Licensee agrees to distribute an unmodified version of the information from the Patient Education Knowledge Database for each applicable drug. Licensee further agrees to include the following disclaimer or subsequent disclaimer language that may be provided by First DataBank, at the top of any patient education information material provided to patients from the Patient Education Knowledge Databases:"

NOTE: This is a summary and does not contain all possible information about this product. For complete information about this product or your specific health needs, ask your healthcare professional. Always seek the advice of your healthcare professional if you have any questions about this product or your medical condition. This information is not intended as individual medical advice and does not substitute for the knowledge and judgment of your healthcare professional. This information does not contain any assurances that this product is safe, effective or appropriate for you.

3. Licensee's use of the Licensed Products as identified in Section C is strictly limited to the United States of America and its territories and possessions.

LICENSEE'S INITIALS *Jac*

FDB'S INITIALS *MKO*
(320057) DJD 10.18.07

IN WITNESS WHEREOF, FIRST DATABANK and LICENSEE have executed this Agreement as of the date indicated below.

FIRST DATABANK, INC.

BY: Maureen Davis
(DJD)
DATE: 11/27/07

500 East 96th Street, Suite 500
INDIANAPOLIS, IN 46240-3767
(800) 428-4495
(317) 571-7200
(317) 571-7253 (FAX)

LICENSEE

BY: [Signature]
DATE: 11/20/07

Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906
831-769-8617

APPROVED AS TO FORM
W. ALLEN BIDWELL 11-16-2007
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY



FIRST DATABANK AND NATIVIDAD MEDICAL CENTER
LICENSE AGREEMENT

This LICENSE AGREEMENT made and entered into at San Bruno, California as of the Effective Date noted on Exhibit 1 (attached and made a part hereof) between FIRST DATABANK, INC., a wholly owned subsidiary of The Hearst Corporation, a Delaware Corporation with offices at 1111 Bayhill Drive, San Bruno, California 94066 ("First DataBank") and LICENSEE identified in Exhibit 1.

WHEREAS:

1. First DataBank owns or is a Licensee of, and licenses or sublicenses various copyrighted databases of medical, pharmaceutical and nutritional information, and periodic updates thereto ("Databases"), related access software products ("Toolkits") and user manuals ("Manuals") referred to collectively, as the "FDB Knowledge Bases";
2. Licensee desires to obtain the use of one or more of the FDB Knowledge Bases with the Licensee's electronic information system or other computer system (the "System") as described in the Declaration of Use (Exhibit 1);
3. Subject to the terms and conditions of this Agreement, First DataBank is willing to grant to Licensee a nonexclusive license or sublicense to use the FDB Knowledge Bases indicated in Exhibit 1.

NOW, THEREFORE, in consideration of the premises and of the covenants and Agreements hereinafter set forth, it is agreed as follows:

1. DEFINITIONS OF CERTAIN TERMS. As used in this Agreement:

- a) "Licensed Products" means those FDB Knowledge Bases indicated in Exhibit 1 as being licensed to Licensee;
 - b) "Effective Date" is the date stated in Exhibit 1 and is the Effective Date of this Agreement;
 - c) "Fee Term" means the twelve-month period beginning on the Effective Date and each successive twelve-month period.
2. LICENSE. Subject to the terms and conditions of this Agreement, First DataBank grants and Licensee accepts the following limited, non-transferable and non-exclusive license or sublicense:
- a) To use the Licensed Products solely for its business operations, as defined in Exhibit 1 during the term of this Agreement;
 - b) To the extent Exhibit 1 permits bundling of any or all of the Licensed Products, Licensee agrees to add substantial value to the Licensed Products contained in the bundle;
 - c) Licensee shall have no right to use the Licensed Products on behalf of any third party, on a service bureau basis or otherwise unless (i) such services are specifically permitted in Exhibit 1, and (ii) such third party has entered into a license Agreement with Licensee or First DataBank and First DataBank has been paid the required license fee;
 - d) Under no circumstances shall Licensee use the Licensed Products, or any portion thereof, to develop a competitive product, regardless of what is set forth in Exhibit 1;
 - e) Licensee shall obtain no implied license rights to the Licensed Products. Any rights not expressly granted to Licensee in this Agreement shall be retained by First DataBank;
 - f) Although some tangible objects may be delivered to Licensee pursuant to this Agreement, title to such objects shall not pass to Licensee, and this Agreement is not for the sale of goods. The Licensed Products shall be delivered to Licensee within twenty (20) working days from whichever is later, the date this Standard License Agreement is executed or the Effective Date on the Exhibit 1. Updates thereto shall be delivered with the frequency and in the format indicated in Exhibit 1;
 - g) Licensee will not alter, amend, modify, or change in any respect, any of the Licensed Products unless authorized to do so by First DataBank. Without limiting the foregoing, Licensee shall have no right to use, modify, reproduce or distribute the Licensed Products, nor the right to license third parties to exercise any rights with regard to the Licensed Products other than as permitted in Exhibit 1.

3. TERM AND TERMINATION.

- a) This Agreement and license shall continue for a term of three (3) years from the Effective Date and thereafter shall renew for successive three (3) year periods at each renewal date at the then effective renewal rate, should written notification of renewal be received by Licensee in accordance with Section 3.b below;
- b) At least sixty (60) days before commencement of the renewal date, First DataBank shall send to Licensee written notice of the applicable renewal rate. The renewal rate charged to Licensee shall be a market rate consistent with the rates First DataBank charges its other customers of a substantially similar nature, size and financial standing for similar uses of the Licensed Products. Within thirty (30) days after receipt of such renewal notice, Licensee shall, in writing, accept such renewal. Upon receipt of written acceptance of the renewal notification sent by First DataBank, this Agreement shall renew for a term of three (3) years at the applicable renewal rate. If written acceptance of the renewal is not received prior to the effective date of each term, this Agreement will expire at the end of the then current term. Notwithstanding the foregoing, either party may give notice of non-renewal in its sole and absolute discretion, without cause and without stating any reason therefore, First DataBank or Licensee shall give written notice of non-renewal to the other at least thirty (30) days prior to the end of the term then in effect.
- c) Either party may terminate this license on thirty (30) days written notice, if the other party has materially breached any provision of this Agreement, and such breach has not been cured within such thirty (30) day period;
- d) Upon termination of this Agreement, Licensee shall immediately cease use of the Licensed Products, and shall take such steps as are necessary to prohibit further use of the Licensed Products within Licensee's System and shall furnish First DataBank a written description of the steps so taken. Termination of this Agreement shall automatically terminate all sublicenses of the Licensed Products granted by Licensee. Within thirty (30) days of termination, Licensee shall return to First DataBank all copies or duplicates thereof of the Licensed Products.

4. PAYMENT OF LICENSE FEES. In consideration of the grant of the license, Licensee agrees to pay the Fees ("License Fees") listed in Exhibit 1. License Fees may consist of Annual Fees plus User Fees as specified in Exhibit 1. The Annual Fee for the first Fee Term is payable by Licensee to First DataBank on the Effective Date and Annual Fees for subsequent Fee Terms are due and payable on each anniversary of the Effective Date. End User Fees, when applicable, are billed quarterly and are due and payable upon receipt of an invoice from First DataBank. Licensee's obligation to pay License Fees for periods preceding termination will survive termination of this Agreement.

5. IMPLEMENTATION. Licensee assumes all responsibility to program, or obtain compatible software, for use of the Databases. All programming shall be done in accordance with specifications included in Database Manuals and supplements and other documentation provided by First DataBank. Licensee agrees that when programmed, the System shall display Copyright Notices, Disclaimers, and Expiration Dates as specified in individual Database and Licensed Product Manuals.

6. COVENANTS OF LICENSEE. Licensee hereby agrees with First DataBank as follows:

- a) In the event that First DataBank grants Licensee permission to modify any of the Licensed Products, then Licensee assumes all liability for such modified Licensed Products. Licensee hereby acknowledges and agrees that First DataBank disclaims all warranties, express and implied, regarding any Licensee-modified Licensed Products. Further, Licensee hereby agrees to defend, indemnify, and hold First DataBank harmless from any third party claim arising from such Licensee-modified Licensed Products to the extent that such claim would not have existed but for Licensee's modification of the Licensed Products.
- b) Licensee will not use the name of First DataBank, Inc. or "First DataBank", the names of any of the First DataBank Knowledge Bases, or any trademark owned by or licensed to First DataBank, except as authorized in writing;
- c) Licensee shall reimburse First DataBank at First DataBank's direct cost for all shipping and delivery; and for all First DataBank originated magnetic media received by Licensee from First DataBank;
- d) Licensee will hold the terms of this Agreement in strictest confidence releasing them only to employees of Licensee requiring such information and not to release or disclose them to any other party;
- e) CONFIDENTIAL INFORMATION. Licensee acknowledges that the Licensed Products are the proprietary property of First DataBank and that the processes, formulas and methodology used in producing the Licensed Products are valuable trade secrets. Licensee shall hold in confidence and take reasonable measure, but not less than the measures taken by Licensee to safeguard its own confidential information, to safeguard, to prohibit access to, copying of, or disclosure of all confidential information and materials provided by First DataBank under this License, including, but not limited to, the Licensed Products and all information contained therein, any updates to the Licensed Products, and the User's Manuals. Licensee shall not disclose the terms of this Agreement, except as required by law.
- f) Licensee will pay all taxes, however designated, including sales and use taxes and state and local privilege or excise taxes arising out of this Agreement and the transaction contemplated hereby;
- g) That as long as this Agreement is in effect, and for a one (1) year period thereafter, Licensee shall maintain complete records with respect to the use of the Licensed Products, and the number and type of end user sites, if any. During normal business

hours, at reasonable intervals but no more often than quarterly, and upon reasonable notice, First DataBank or its designated representative may audit and review those records necessary to confirm that the fees paid to First DataBank are correct and that Licensee has complied with all of the terms of this Agreement, including but not limited to, the Declaration of Use and Fee and Payment Schedule set forth in Exhibit 1;

- h) **USAGE.** Licensee shall use the Licensed Products solely for Licensee's business purposes as described in Exhibit 1, "Declaration of Use". Licensee may not, without the prior written consent of First DataBank, transmit the Licensed Products to other data processing systems or units that are "on-line" with Licensee's data processing unit, or use the Licensed Products, or any data derived from the Licensed Products in a computer service business, network, time-sharing, multiple CPU, or multiple user arrangements including the Internet and Intranets, except as, if applicable, explicitly identified in Exhibit 1. Licensee shall not copy, reproduce, store in a retrieval system, sell, assign, pledge, sublicense, convey, transfer, redistribute, transmit, grant other rights in, or permit any unauthorized use of the Licensed Products, or any of them, in any form or by any media (electronic, mechanical, photocopy, recording, or otherwise), on either a permanent or temporary basis to any third party except as authorized in Exhibit 1. Licensee may use an outside Data Recovery Center provided First DataBank is notified in writing within thirty (30) days of such location. In such case, the terms of this Agreement shall be fully applicable.
 - i) Licensee hereby covenants and agrees to indemnify and hold First DataBank harmless from and against any liability, loss, injury or expense (including reasonable attorneys' fees and court costs) imposed upon, incurred or suffered by First DataBank by reason of Licensee's negligence.
 - j) Licensee acknowledges and agrees that the covenants and Agreements made in this Paragraph 6 are made for the benefit of First DataBank and shall survive the termination of this Agreement. In the event of any breach by Licensee of the terms of this Agreement, in addition to other relief to which First DataBank shall be entitled, First DataBank shall be entitled to terminate this License.
7. **PROPRIETARY RIGHTS INDEMNIFICATION.** First DataBank shall hold harmless and defend Licensee against suits based solely on a claim by a third party that the use of Licensed Products by Licensee under this Agreement infringes on any U.S. patent, copyright, trademark, or other property right, provided that Licensee gives First DataBank prompt written notice of such suits and permits First DataBank to control the defense thereof.
8. **DISCLAIMERS.**
- a) Licensee shall inspect and test Licensed Products upon receipt thereof. The Licensed Products are deemed proper and correct unless, within ten (10) working days after receipt thereof, Licensee provides First DataBank with written notice and documentation of any error in the Licensed Products;
 - b) First DataBank has utilized reasonable care in collecting and reporting the information contained in the Licensed Products and has obtained such information from sources believed to be reliable. First DataBank, however, does not warrant the accuracy of codes, prices or other data contained in the Licensed Products. Information reflecting prices is not a quotation or offer to sell or purchase. The clinical information contained in the Licensed Products is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals in patient care. The absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient.
 - c) **FIRST DATABANK MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OTHER THAN THOSE IN THIS LICENSE AGREEMENT, AND FURTHER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE DATA FROM WHICH THE LICENSED PRODUCTS ARE COMPILED, NOR THE COMPATIBILITY OF THE LICENSED PRODUCTS WITH LICENSEE'S HARDWARE AND SYSTEMS, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
 - d) **IN NO EVENT SHALL FIRST DATABANK BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, RELIANCE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF FIRST DATABANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
 - e) **IN NO EVENT SHALL FIRST DATABANK'S LIABILITY EXCEED THE AMOUNT PAID TO IT BY LICENSEE FOR THE CURRENT FEE TERM OF THIS LICENSE AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM, AND REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED ON ANY ALLEGED ACT OR OMISSION OF FIRST DATABANK, INCLUDING BUT NOT LIMITED TO ANY ACTION BASED ON NEGLIGENCE, BREACH OF WARRANTY OR BREACH OF CONTRACT.**
9. **PROFESSIONAL RESPONSIBILITY.** Licensee acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Licensee takes full responsibility for the use of information provided by the Licensed Products in patient care and acknowledges that the use of the Licensed Products in no way is intended to replace or substitute for professional judgment. First DataBank does not assume any responsibility for actions of Licensee which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis. Licensee shall ensure that all healthcare professionals using the Licensed Products are aware of the limitations of the use of the Licensed Products.

10. USE OF PATIENT EDUCATION. Licensee hereby agrees not to modify the Patient Education Knowledge Databases. If Licensee distributes the Patient Education Knowledge Database information, then Licensee agrees to distribute an unmodified version of the information from the Patient Education Knowledge Database for each applicable drug. Licensee further agrees to include one of the following two disclaimers at the top of any patient education information material provided to patients from the Patient Education Knowledge Databases:

NOTE: The following information is intended to supplement, not substitute for, the expertise and judgment of your physician, pharmacist or other healthcare professional. It should not be construed to indicate that the use of the drug is safe, appropriate, or effective for you. Consult your healthcare professional before taking this drug.

OR

NOTE: The information in this monograph is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. This information is generalized and is not intended as specific medical advice. If you have questions about the medicines you are taking or would like more information, check with your doctor, pharmacist, or nurse.

11. ASSIGNMENT. This license and Licensee's rights hereunder may not be assigned or otherwise transferred, voluntarily or by operation of law. Any purported assignment of the rights or delegation of the duties under this Agreement by Licensee shall be void unless prior written consent is secured from First DataBank.
12. FORCE MAJEURE. Failure of First DataBank to perform or delay in the performance of First DataBank's obligations under this Agreement due to any cause or event not reasonably within First DataBank's control, including but not limited to casualty, labor disputes, failure of equipment, compliance with governmental authority or Act of God, shall not constitute a breach of this Agreement, and First DataBank's performance shall be excused during such period of delay.
13. NOTICES. Notices hereunder shall be delivered by hand, air courier express or certified mail with return receipt requested to the address of the Licensee identified on Exhibit 1, and shall be deemed delivered three (3) days after mailing.
14. CHOICE OF LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, as applied to Agreements entered into and to be performed entirely within California between California residents. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded. In the event of any dispute concerning this Agreement or the Licensed Products, suit may be brought only in a court of competent jurisdiction in the U.S. District Court of the Northern District of California or the California Superior Court for the County of San Mateo.
15. ENTIRETY; AMENDMENTS. This Agreement, including all Exhibits hereto, constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all prior Agreements, proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. All amendments to this Agreement shall be in writing signed by both parties.
16. NO WAIVER. No term or provision hereof shall be deemed waived and no such breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waiver of a breach by the other, whether express or implied, shall not constitute a consent for, or waiver of, or excuse for any other different subsequent breach.
17. SEVERABILITY. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the Effective Date on Exhibit 1.

FIRST DATABANK

DATED: 1/12/05

By Marilyn Davis
Signature

Marilyn Davis
Name (Print)

Director of Contract Administration
Title

LICENSEE

DATED: _____

Licensee

By [Signature]
Signature

Name (Print)

Title

REV.12/29/04

APPROVED AS TO FORM
W. ALLEN BIDWELL JAN 06 2005
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

**EXHIBIT 1
LICENSEE REPRESENTATIONS
LICENSED PRODUCTS
DECLARATION OF USE
FEE AND PAYMENT SCHEDULES
ADDITIONAL TERMS AND CONDITIONS**

This Exhibit 1 is a part of the Standard License Agreement between First DataBank and Licensee and identifies Licensee, the Databases, Declaration Of Use, License Fees, and Additional Terms (if any) applicable to that Agreement.

The Effective Date of this Agreement is: January 1, 2005.

A. LICENSEE REPRESENTATIONS

Licensee Name: Natividad Medical Center
Street Address: 1441 Constitution Blvd.
City/State/Zip: Salinas, CA 93906
Telephone (voice): (831) 769-8617

B. LICENSED PRODUCTS: Unless otherwise specified, Licensed Products are updated monthly.

**NATIONAL DRUG DATA FILE™ (NDDF)
DOSAGE RANGE CHECK MODULE™
DRUG ALLERGY MODULE™
DRUG-DISEASE CONTRAINDICATIONS MODULE™
DRUG-DRUG INTERACTION MODULE™
DRUG-FOOD INTERACTION MODULE™
DUPLICATE THERAPY MODULE™
INDICATIONS MODULE™
INTRAVENOUS MODULE™
MINIMUM/MAXIMUM DOSE MODULES™
PATIENT EDUCATION MODULE™, English**

Premium Modules

PATIENT EDUCATION MODULE™, Spanish

C. DECLARATION OF USE:

Licensee shall use the Licensed Products solely in a single Meditech inpatient hospital pharmacy system at the site identified above in Section A to support inpatient pharmacy dispensing and nurses' access to **PATIENT EDUCATION MODULE™**, English and Spanish at nurses' stations throughout the hospital. Use by Licensee excludes redistribution of data or use in medication order entry, prescription pricing, claims preparation, or clinical medical records management applications, or any other clinical application not stated above.

D. FEE AND PAYMENT SCHEDULE:

Annual License Fee (covers 101-200 Licensed Beds): \$9,600
Annual License Fee for **PATIENT EDUCATION MODULE™**, Spanish \$1,800
Annual Shipping Charge: \$90

LICENSEE INITIALS MKD
FDB INITIALS MKD
(320057) MOK 12/29/04

E. ADDITIONAL TERMS AND CONDITIONS:

1. Licensee understands the total licensed bed size will ALWAYS be used as the basis for fee assessment.

LICENSEE INITIALS MD

FDB INITIALS MED
(320057) MOK 12/29/04

YEAR

20 **Withholding Exemption Certificate**

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 13662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.
(Please type or print)

Withholding agent's name

Vendor/Payee's name

First Databank, Inc.

Vendor/Payee's Social security number
 SOS. no. California corp. no. FEIN

43 1118695

Note:

Failure to furnish your identification number will make this certificate void.

Vendor/Payee's address (number and street)

701 Potrero Blvd, Ste 600

APT. no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

(800) 633-3453

City

South San Francisco

State

CA

ZIP Code

94080

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

 Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

 Partnerships:The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership. **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

 Tax-Exempt Entities:

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

 Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print)

Heidi Wilson

Vendor/Payee's signature ▶

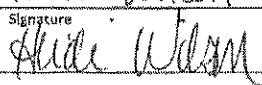
Heidi Wilson

Date

9/13/12

COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

1	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 rd Floor Salinas, CA 93901 Email: mcvs@co.monterey.ca.us Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and California Non-Resident Withholding Information on next page.	
2	VENDOR'S LEGAL NAME (as shown on your Income tax return) First Data Bank, Inc.	SELECT NAME TO BE MADE PAYABLE TO <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both	
NAME AND ADDRESS	BUSINESS NAME / DBA (if different from line 1)	PHONE NUMBER 800.633.3453	
	MAILING ADDRESS 701 Gateway Blvd, Ste 600	FAX NUMBER	
	ADDITIONAL MAILING ADDRESS	E-MAIL ADDRESS	
	CITY, STATE, ZIP CODE South San Francisco, CA 94080	REMIT-TO ADDRESS PO Box 281832	REMIT-TO CITY, STATE, ZIP CODE Atlanta, GA 30384-1832
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> C Corporation <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation <input type="checkbox"/> OTHER: ▶ <input type="checkbox"/> Partnership	43-11178695 SOCIAL SECURITY NUMBER (SSN): <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	For Tax ID entry instructions, please see next page NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input checked="" type="checkbox"/> OTHER: ▶ <i>Supplier of drug knowledge</i>		
PAYMENT TYPE & ACTIVITY	Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you a Certified Green Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (See Information regarding green certification on next page)		
5	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input checked="" type="checkbox"/> California Resident <input checked="" type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.	
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.		
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) Heidi Wilson	Title Finance	
	Signature 	Date 9/13/12	
		Phone Number 317-571-7208	