

Medical Information Technology, Inc.

Health Care Information System Software Agreement Amendment

AGREEMENT made this 31st day of December, 2018 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-C.
2. The total line item fee recited in Article II of the Agreement is hereby increased by \$11,750.
3. The monthly service fee recited in Article II of the Agreement is hereby increased by \$100.
4. Payment terms for the software listed on the attached Article II-C 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 \$1,175 as a downpayment toward the license of the additional software listed on Article II-C.
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-C, 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.


IN WITNESS WHEREOF each party has executed this Agreement as a sealed instrument this 31st day of December, 2018.

CUSTOMER Natividad Medical Center
By _____
Title _____

MEDITECH Medical Information Technology, Inc.
By <u>Mahesh J. O'Connor</u>
Title <u>Executive Vice President & COO</u>



Monterey County Deputy County Counsel
Date: 11/28/18



Monterey County Deputy Auditor/Controller
Date: 11/26/18

ARTICLE II-C - DELIVERY

LICENSED SOFTWARE LINE ITEMS	Project Start	Delivery Date	License Fee	Implementation Fee	Line Item Fee	Service Fee	Ref. Manual
MT Scheduling to OV	12/31/2018	12/31/2018	10,000	1,750	11,750	100	III
Totals					11,750	100	

EXHIBIT III

SPECIFICATIONS

DOCUMENT PROVIDED UNDER SEPARATE COVER

EXHIBIT III-C

11/14/2018

MEDITECH Specification R1873

HL7 MEDITECH Scheduling System to Other Vendor Ancillary System

Version: 2.3

October 15, 2018

Reference number: R1873

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MEDITECH Circle, Westwood, Massachusetts 02090
(781) 821-3000

THIS INFORMATION IS PROPRIETARY AND SHOULD BE TREATED ACCORDINGLY.

General Comments

This specification is designed to provide detailed information on the segments and fields (as related to the sending of scheduling information to the Other Vendor Ancillary System) that construct the Scheduling HL7 interface. The exact lower level protocol implemented to transfer HL7 messages must be agreed upon by MEDITECH and the Other Vendor before implementation of the interface.

A copy of this specification should be provided to the Other Vendor well in advance of MEDITECH software delivery so that any questions or concerns of the Other Vendor can be resolved as soon as possible.

Proper cabling between the MEDITECH machine and the Other Vendor machine will need to be provided by the hospital. MEDITECH can assist in the specification of the correct cable configuration to be used for the inter-machine link.

It is possible that additional devices such as modems or protocol converter units (PCUs) may need to be purchased by the hospital depending on the hardware platform of the Other Vendor system or on the proximity of the MEDITECH machine to the Other Vendor machine. MEDITECH may be of some assistance in determining specific needs in this area.

The machine to machine communications will need to be thoroughly tested by MEDITECH and the Other Vendor prior to any application level testing.

Any fields that are not defined in a standard HL7 table should contain the exact entry present on the MEDITECH system. For dictionary driven fields, the entry should contain the MEDITECH dictionary mnemonic. Extra mapping may be able to be accommodated on a custom basis.

The specifications contained within this document conform to HL7 specifications version 2.3, however, the HL7 specification is still in a state of change. As such, this document is to be used as a working model only and is subject to revision.

General Message Format and Functionality**GENERAL MESSAGE FORMAT**

Scheduling data will be passed to and from the other vendor system in discrete MESSAGES. A single message may contain multiple variable length data transactions referred to as SEGMENTS. The number, type and content of segments in a given message will be determined based upon the type of message being sent. Each segment will begin with a 3 character code known as the Segment ID, followed by a number of fields which are delimited by the Field Separator character (see Message Construction Rules - HL7 Standard Documentation v2.3)

Each segment will be terminated with a carriage return. Each message will be terminated by a carriage return, which will follow the carriage return of the last segment within the message.

Scheduling Messages to Other Vendor Ancillary System

Messages will be passed from MEDITECH to the Other Vendor Ancillary System when:

1. any appointment is booked.
2. any changes to a schedule are made.

Scheduling message type:

- 0 Schedule Information Unsolicited (SIU) - A notification of specific scheduling activity to an auxiliary application.

Network Communications Protocol and Data Framing

For network transfer of messages, MEDITECH supports TCP/IP socket connections over an Ethernet backbone.

MEDITECH supports the HL7 Minimal Lower Layer Protocol for framing HL7 messages.

With MEDITECH as client: the MEDITECH system must be supplied with the IP address of the remote system, along with a Well Known Port number on the remote system to which the MEDITECH system can open a TCP/IP connection.

Message transfer will be assumed to be initiated by the sender of messages, which will send an HL7 message and await to receive an HL7 Acknowledgement message.

HL7 MINIMAL PROTOCOL

The Minimal Lower Layer Protocol is described in section B.4 MINIMAL LOWER LAYER PROTOCOL of the Health Level Seven Version 2.3 specification.

With this protocol, an HL7 data message is framed with a single character to start the data message and two characters to terminate the message. No other characters are added to the HL7 message.

The format of the transmission block is this:

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<SB>dddd<EB><CR>
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Where:

<SB> is the Start Block character, ASCII <VT>, decimal <11>, hex <0B>.

ddd is the variable number of bytes representing the HL7 data message.

<EB> is the End Block character, ASCII <FS>, decimal <28>, hex <1C>.

<CR> is a Carriage Return Character, ASCII <CR>, decimal <13>, hex <0D>.

ACKNOWLEDGEMENT MESSAGES FOR NETWORK COMMUNICATIONS

With the HL7 Minimal Protocol, the sender of an HL7 message (such as an ADT, ORM, or ORU message) will send a message and expect to receive an acknowledgement message before sending another message. To indicate this in HL7 v2.3, the sender will put 'AL' in the Accept Acknowledgement Type field of the MSH segment. The Application Acknowledgement Type field will contain 'NE'.

If MEDITECH is the sender of messages, MEDITECH will expect an acknowledgement message that contains the MESSAGE CONTROL ID of the message originally sent by MEDITECH. MEDITECH will not process any application level error messages, nor will it process any delayed acknowledgement messages.

If MEDITECH is the receiver of messages, MEDITECH will send an ACK General Acknowledgement message which contains the MESSAGE CONTROL ID of the message received by MEDITECH. MEDITECH will not send any application level error messages or any delayed acknowledgement messages. (ie, MEDITECH will treat all received messages as if the Accept Acknowledgement Type field contained 'AL' for always send accept acknowledgement, and the Application Acknowledgement Type field contained 'NE', for never send application acknowledgement).