

**AMENDMENT NO. 2
TO LICENSE AGREEMENT
BETWEEN FIRST DATABANK, INC. AND
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PHARMACY LICENSING SERVICES**

This Amendment No. 2 to the License Agreement ("Agreement") which was effective on January 1, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Licensee"), and First DataBank, Inc. (hereinafter "FDB"); (collectively, the County, Licensee and FDB are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Pharmacy Licensing Services with a term January 1, 2014 through December 31, 2018 and a total Agreement amount not to exceed \$139,558; and

WHEREAS, the parties amended the Agreement on August 9, 2017 via Amendment No. 1 by adding \$13,900 for a revised total Agreement amount of \$153,458 with no change to the Agreement scope or term.

WHEREAS, the parties currently wish to amend the Agreement to add \$27,594 for the addition of **FDB MEDKNOWLEDGE MEDITECH - Cloud Connector, FDB AlertSpace® - Cloud Connector, and FDB INTEROPERABILITY MODULE™, Enhanced Package – Cloud Connector** for uses as defined in Exhibit 1, Section C.1 of this Amendment No. 2, and to extend the Agreement for an additional five (5) year period through December 31, 2023 to allow for services to continue with a \$211,615 increase for the added services for a total Agreement amount of \$365,073 with no change to the Agreement scope.

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. The following sentence shall be added to the end of Section 4. titled, "PAYMENT OF LICENSE FEES" as follows:
"The total amount payable by Licensee to FDB under this Agreement shall not exceed the sum of \$365,073."
2. **Section 3, TERM AND TERMINATION**, is hereby amended by deleting subsection (a) in its entirety and replacing it with the following:
 - a) This Agreement and license shall remain in effect through December 31, 2023 and thereafter will renew only upon mutual agreement of both Parties, such mutual agreement shall be in the form of an amendment to this Agreement. If both Parties fail to execute and Amend to this Agreement on or before December 31, 2023, then the delivery and use of the Licensed Solutions will be discontinued as of the end of the current Term that is in effect.
3. **Exhibit 1, Section B, LICENSED SOLUTIONS** is hereby amended by adding the **Licensed Solutions identified in Exhibit 1, Section B.2** for uses as defined in Exhibit 1, Section C.1 of this Amendment No. 2. The Licensed Solutions are restated as follows:

B. LICENSED SOLUTIONS: Unless otherwise specified, Licensed Solutions are updated monthly.

B.1 For use in Licensee's MEDITECH inpatient hospital computer system:

FDB MEDKNOWLEDGE™, MEDITECH Package
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

Premium Modules

PATIENT EDUCATION MODULE™, Spanish
FDB AlertSpace® (includes the following functionality: **FDB AlertSpace®** [includes the following functionality: **DOSAGE RANGE CHECK MODULE™, DRUG-DRUG INTERACTION MODULE™, DRUG ALLERGY MODULE™** and **PRECAUTIONS MODULES ((GERIATRIC, PEDIATRIC, PREGNANCY, LACTATION) when available)]**
FDB Interoperability Module™, Core Package

B.2 For use in Licensee's MEDITECH inpatient hospital computer system:

FDB MEDITECH Cloud Connector Package
FDB MEDKNOWLEDGE, MEDITECH – via Cloud Connector (per the Terms outlined on Exhibit 3), **which includes:**
FDB FOUNDATIONS (Drug and Conditions Concepts and Descriptive Information) – via Cloud Connector
DUPLICATE THERAPY MODULE – via Cloud Connector
DRUG-DISEASE CONTRAINDICATIONS MODULE – via Cloud Connector
FDB MEDICAL LEXICON MODULE – via Cloud Connector

FDB AlertSpace® - Cloud Connector, (per the Terms outlined on Exhibit 3) which includes:
DUPLICATE THERAPY MODULE – Cloud Connector
DRUG-DISEASE CONTRAINDICATIONS MODULE – via Cloud Connector

FDB INTEROPERABILITY MODULE™, Enhanced Package – via Cloud Connector (per the Terms outlined on Exhibit 3)
Limited to use with DRUG-DISEASE CONTRAINDICATIONS MODULE – via Cloud Connector

B.3 For use in Licensee's MEDITECH Ambulatory Order Management (AOM) computer system:

FDB MEDKNOWLEDGE™, MEDITECH Package
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)

4. **Exhibit 1, Section C, DECLARATION OF USE** is hereby amended and restated as follows:

C. DECLARATION OF USE:

1. Licensee shall use the **Licensed Solutions identified in Exhibit 1, Sections B.1 and B.2** in a single MEDITECH inpatient hospital computer system at the site identified in Section A to:
 - a) support the MEDITECH inpatient pharmacy dispensing system to 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.
 - b) support the MEDITECH Physician Order Management (POM) system for computerized physician order entry (CPOE) in an inpatient hospital setting.
2. Licensee shall use the **Licensed Solutions identified in Exhibit 1, Section B.3** in a MEDITECH Ambulatory Order Management (AOM) computer system at the site identified in Section A:
 - a) to support medical reconciliation management and documentation in the MEDITECH Emergency Department Management (EDM) solution and in the MEDITECH Physician Care Manager (PCM).
 - b) to support ambulatory order management in the MEDITECH Medical and Practice Management (MPM) solution for use in outpatient clinics and physician offices.

User Definition:

A User is defined as a Clinician using the MEDITECH Ambulatory Order Management (AOM) dictionary in the MEDITECH EDM solution and MEDITECH PCM or the MEDITECH MPM solution. For purposes of this Agreement, a Clinician is defined as a physician or a prescribing medical practitioner. A count of the total number of Clinicians is listed on Exhibit 2/3 – User Survey to this Agreement and shall be updated annually by Licensee as the basis for fee assessment

Authorized use of Licensed Solutions expressly excludes distribution of data to any third party outside of Licensee's organization, or use in a medical practice management system which supports drug dispensing, a clinical data repository, electronic medication administration record, e-prescribing, disease management applications, population health management applications (data aggregation and analytics, care management, medication management therapy, patient portals) prescription pricing in a retail setting, clinical medical records management systems, 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.

5. **Exhibit 1, Section D, LICENSE FEES AND PAYMENT SCHEDULE** is hereby amended by adding the following Annual Fees and terms applicable for the **Licensed Solutions identified in Exhibit 1, Section B.2** and restated for the period remaining in Licensee's current Term:

D. LICENSE FEES AND PAYMENT SCHEDULE

	01/01/2019 to 12/31/2019	01/01/2020 to 12/31/2020	01/01/2021 to 12/31/2021	01/01/2022 to 12/31/2022	01/01/2023 to 12/31/2023
Annual License Fee for FDB MEDKNOWLEDGE, MEDITECH Package for uses as defined in Exhibit 1, Section C.1:					
101-200 licensed beds	\$ 13,504	\$ 13,845	\$ 14,186	\$ 14,537	\$ 14,900

	01/01/2019 to 12/31/2019	01/01/2020 to 12/31/2020	01/01/2021 to 12/31/2021	01/01/2022 to 12/31/2022	01/01/2023 to 12/31/2023
Annual License Fee for PATIENT EDUCATION MODULE , Spanish for uses as defined in Exhibit 1, Section C.1:					
	\$ 2,623	\$ 2,681	\$ 2,750	\$ 2,828	\$ 2,899

	01/01/2019 to 12/31/2019	01/01/2020 to 12/31/2020	01/01/2021 to 12/31/2021	01/01/2022 to 12/31/2022	01/01/2023 to 12/31/2023
Annual License Fee for FDB AlertSpace for uses as defined in Exhibit 1, Section C.1:					
101-200 licensed beds	\$ 9,575	\$ 9,818	\$ 10,062	\$ 10,316	\$ 10,574

	01/01/2019 to 12/31/2019	01/01/2020 to 12/31/2020	01/01/2021 to 12/31/2021	01/01/2022 to 12/31/2022	01/01/2023 to 12/31/2023
Annual License Fee for FDB Interoperability Module, Core Package for uses as defined in Exhibit 1, Section C.1:					
101-200 licensed beds	\$ 2,652	\$ 2,730	\$ 2,808	\$ 2,886	\$ 2,958

	01/01/2019 to 12/31/2019	01/01/2020 to 12/31/2020	01/01/2021 to 12/31/2021	01/01/2022 to 12/31/2022	01/01/2023 to 12/31/2023
Annual License Fee for FDB MEDITECH Cloud Connector Package identified in Exhibit 1, Section B.2 for uses as defined in Exhibit 1, Section C.1:	\$ 5,250	\$ 5,381	\$ 5,516	\$ 5,653	\$ 5,795

	01/01/2019 to 12/31/2019	01/01/2020 to 12/31/2020	01/01/2021 to 12/31/2021	01/01/2022 to 12/31/2022	01/01/2023 to 12/31/2023
Annual User Fees for FDB MEDKNOWLEDGE, MEDITECH Package and POEM for use as defined in Exhibit 1, Section C.2:					
Clinicians 1 - 50	\$ 77	\$ 79	\$ 81	\$ 83	\$ 85
Clinicians 51- 150	\$ 70	\$ 71	\$ 73	\$ 75	\$ 77
Clinicians 151 - 300	\$ 62	\$ 63	\$ 65	\$ 67	\$ 69
Clinicians 301+	\$ 54	\$ 56	\$ 57	\$ 58	\$ 59

Annual User Fees for **FDB MEDKNOWLEDGE, MEDITECH Package and **POEM** for use as defined in Exhibit 1, Section C.2 for are per Clinician per year and are calculated incrementally based on the number of Clinicians falling into each tier as identified on Exhibit 2 to the Agreement and reported at the beginning of each annual Fee Term.*

	01/01/2019 to 12/31/2019	01/01/2020 to 12/31/2020	01/01/2021 to 12/31/2021	01/01/2022 to 12/31/2022	01/01/2023 to 12/31/2023
Annual License Fee for the continued Use of the initial POEM order string for Use as defined in Section C.2:	Waived	Waived	Waived	Waived	Waived

- i) License Fees consist of Annual Fees plus User Fees as specified in Exhibit 1. Annual Fees for each 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. Upon request from FDB, Licensee will provide to FDB a written statement from a senior officer or director of Licensee (a "Certification") certifying the total number of licensed beds in accordance with this Agreement. In the event that Licensee fails to provide FDB with such Certification within fifteen (15) days after FDB's request, FDB may at its option, use the number of Medicare Certified beds as outlined in Definitive Healthcare (formerly Billian's HEALTHDATA™ Hospital Blue Book) for fee assessment.
- ii) Upon receipt of an invoice from FDB, Licensee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County

Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice. In no event, will the County Auditor-Controller pay a certified invoice later than sixty (60) days from the invoice date. Failure to pay amounts when due 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 FDB'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@fdbhealth.com, or via the Support Link at FDB's website at www.fdbhealth.com.
6. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
7. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
8. This Amendment No. 2 shall be effective when signed by last party.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: CUB _____
Monterey County Deputy County Counsel

Date: 10.15.18

APPROVED AS TO FISCAL PROVISIONS

By: [Signature] _____
Monterey County Deputy Auditor/Controller

Date: 10-16-18

CONTRACTOR

First DataBank, Inc.

CONTRACTOR's Business Name

See instructions below

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

Cynthia MacAskill, VP Finance
Name and Title

Date: 10/30/2018

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

LANCE E. JENNINGS
SENIOR DIRECTOR, FINANCE
Name and Title

Date: 10/29/2018

*****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).