## Medical Information Technology, Inc.

# Health Care Information System Software Agreement Amendment

AGREEMENT made this \_\_\_\_\_\_ day of January, 2017 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-A.
- 2. The total line item fee recited in Article II of the Agreement is hereby increased by \$22,425.
- 3. The monthly service fee recited in Article II of the Agreement is hereby increased by \$150.
- 4. Customer agrees to pay to MEDITECH upon execution of this Amendment the sum of \$2,243 as a downpayment toward the license of the additional software listed on Article II-A.
- 5. Article I(B)(6) of the Agreement shall be replaced with the following:

Not later than sixty (60) days prior to the earliest delivery date listed in Article II, 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.

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

IN WITNESS WHEREOF each party has executed this Agreement as a sealed instrument this \_\_\_\_\_ day of January, 2017.

CUSTOMER	Natividad Medical Center	
_		
MEDITECH	Medical Information Technology, Inc.	
Ву _		-0 -0
Title _		

DE COUNTEREY.

Beviewed as to fiscal provisions

Auditor-Controller (1) 38-16

### **EXHIBIT III**

#### **SPECIFICATIONS**

DOCUMENT PROVIDED UNDER SEPARATE COVER

### ARTICLE II-A - DELIVERY

LICENSED SOFTWARE LINE ITEMS	Project Start	Delivery Date	License Fee	Implementation Fee	Line Item Fee	Service Fee	Ref. Manual
Patient Hemodynamic Monitor Xfer to MT PCS OV Hemodynamic Monitors to ED OV Hemodynamic Monitors to MT OR	02/28/2017	02/28/2017 02/28/2017 02/28/2017	10,000 2,500 2,500	2,475	12,475 4,975 4,975	25	III III III
Totals					22,425	150	