

ARTICLE II-F - DELIVERY

01/01/2021
01/01/2021

LICENSED SOFTWARE LINE ITEMS	Project Start	Delivery Date	License Fee	Implementation Fee	Line Item Fee	Service Fee	Ref. Manual
Pt & Consr Health Portal	07/31/2020	09/30/2020	170,000	49,560	219,560	1,700	II
Virtual Visits	09/30/2020	09/30/2020	10,000	5,525	15,525	100	II
Totals					235,085	1,800	

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Medical Information Technology, Inc.

Health Care Information System Software Agreement Amendment

AGREEMENT made this 01 ^{January 2021} day of ~~July, 2020~~ 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-F.
2. The total line item fee recited in Article II of the Agreement is hereby increased by \$235,085.
3. The monthly service fee recited in Article II of the Agreement is hereby increased by \$1,800.
4. Exhibit I of the Agreement is hereby amended to incorporate the additional computer equipment listed on the attached Exhibit I-F.
5. Payment terms for the software listed on the attached Article II-F 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.
6. Customer agrees to pay to MEDITECH upon execution of this Amendment the sum of \$23,509 as a downpayment toward the license of the additional software listed on Article II-F.
7. 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-F, 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 of the Agreement until such time as the service described in Article IV of the Agreement 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.
8. "Implementation Period" is defined for each line item of LICENSED SOFTWARE as the period commencing on execution of this Amendment and ending upon the attainment of Live Status for such line item. As detailed in the attached Schedule A, during this period MEDITECH will provide support and assistance to Customer and Customer will make available sufficient resources so that the joint goal of a successful implementation of the LICENSED SOFTWARE at Customer's site is achieved. A delay during the Implementation Period by more than four (4) months due to hardware readiness, staffing of FTEs as recommended in the Implementation and Staffing Guide, or non-acceptance of training will result in additional fees which may be equal to the total amount of the implementation fee listed in Article II-F. MEDITECH has a fixed fee implementation when the parameters above are met. Additional MEDITECH resources will be provided to complete the implementation at no additional cost if the delay is deemed originated by MEDITECH. The foregoing shall not be applicable in the event of a Force Majeure as defined in Section

11 below.

9. As stated in Schedule A, MEDITECH will provide implementation support to assist Customer in its successful implementation of the LICENSED SOFTWARE. If this support is determined by the parties to be insufficient, MEDITECH will provide additional support at no additional cost (other than travel and out-of-pocket expenses).

Subsequent to execution of this Amendment MEDITECH and Customer will each assign Project Coordinator(s) who will be the other's main contact during the implementation process. The Coordinators will schedule an Orientation Meeting to occur at Customer's site. At this meeting the relationship between MEDITECH and Customer will be detailed through the development of a firm schedule for all implementation tasks; actual dates will be finalized by Customer's personnel working with members of the MEDITECH Implementation Team and will follow the delivery dates recited in Article II-F and the "go-live" time frame described in Schedule A.

10. After the Implementation Period for each line item of LICENSED SOFTWARE, if Customer requests additional training in the use of such LICENSED SOFTWARE, MEDITECH shall provide this training at MEDITECH's then standard rates. Further, MEDITECH regularly conducts workshops and seminars to continue to educate its customers in the use of the LICENSED SOFTWARE. Customer shall be entitled to attend these workshops and seminars at no additional cost (other than its own travel and out-of-pocket expenses). In addition, so long as the service described in Article IV of the Agreement has not been terminated, Customer will have access to MEDITECH's outreach programs, including forums and webinars.

Upon Customer's written request and at no additional cost to Customer, MEDITECH's Client Services Division will perform Operational Assessments (for various associated software modules). MEDITECH will review Customer's use of the LICENSED SOFTWARE, make recommendations for any necessary improvements, and provide Customer with a detailed written report of its findings and recommendations. MEDITECH will perform Operational Assessments not more frequently than once per year, following the attainment of Live Status for all LICENSED SOFTWARE line items.

11. Neither party to the Agreement shall be liable for any delay or failure in performance of the Agreement if such delay or failure is caused by an act of God or any factor beyond the reasonable control of and not reasonably foreseeable by such party. A force majeure event shall include such events as ransomware, denial of service attacks, computer viruses, malicious software intrusions, and internet outages so long as both parties have followed basic industry protocols to minimize the chances of such events.

In such event the affected party shall notify the unaffected party as soon as possible of such force majeure event and the estimated duration thereof. Both parties' obligations shall be suspended for so long as such force majeure event shall continue. A force majeure event excludes corporation reorganization, merger, acquisition, economic hardship, changes in market conditions, or insufficiency of funds.

12. The attached Supplement to Article II-F is applicable to the line items listed in Article II-F.

13. The following is applicable to the Virtual Visits LICENSED SOFTWARE line item:

MEDITECH and Vonage entered into a separate agreement whereby Vonage licensed to MEDITECH certain content ("Vonage Licensed Content") for use in the LICENSED SOFTWARE. Customer acknowledges and agrees to the following provisions with respect to the Vonage Licensed Content and the LICENSED SOFTWARE:

- 1) The Vonage Licensed Content contains copyrighted and proprietary products and materials of Vonage, which are obtained by MEDITECH under a license from Vonage;
- 2) Use of the Vonage Licensed Content is restricted for use solely in combination with the LICENSED SOFTWARE;
- 3) Customer will not copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Vonage Licensed Content or any component thereof (except to the extent such restriction of expressly prohibited by applicable law);
- 4) Customer will not sublicense, resell, or distribute the Vonage Licensed Content or any component thereof separate

from the LICENSED SOFTWARE;

5) Customer will not alter, change or modify any user interface, feature or functionality of the Vonage Licensed Content or otherwise access the Vonage Licensed Content other than through the Vonage API configuration options provided by Vonage;

6) Customer will not remove, obscure, or alter any Vonage logos or any notices contained in the Vonage Licensed Content;

7) Customer will not use the Vonage Licensed Content to operate or enable any telecommunications service or in connection with the LICENSED SOFTWARE that allows Customer to place calls or receive calls from any public switched telephone network;

8) Customer is responsible for ensuring that all networks, computers and operating systems, servers, hosting facilities, software and other systems owned and operated by Customer and used to operate the LICENSED SOFTWARE employ security measures to prevent unauthorized access to or use of the Vonage Licensed Content and LICENSED SOFTWARE;

9) Customer shall not use the Vonage Licensed Content in any manner that violates any individual's privacy right set forth by statute, rule, regulation or case law;

10) Vonage is not responsible for any support of the LICENSED SOFTWARE in connection with the Agreement. MEDITECH shall provide support or services directly to Customer;

11) Customer must comply with the terms of this Section 13, including applicable law and the Acceptable Use Policy (<https://tokbox.com/support/AUP>);

12) Customer disclaims Vonage's liability for damages, whether direct or indirect, incidental or consequential, arising in connection with the Agreement;

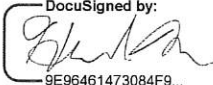
13) Vonage disclaims any warranty of any kind directly to Customer; and


14) Customer acknowledges and agrees that they have no contractual agreement whatsoever with Vonage and that Customer is not a third party beneficiary of any agreement between MEDITECH and Vonage.

14. 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 July, 2020.

CUSTOMER	Natividad Medical Center
By	_____
Title	_____

MEDITECH	Medical Information Technology, Inc.
By	 _____
Title	CEO _____



Monterey County Deputy County Counsel
Date: 7/14/2020



Monterey County Deputy Auditor/Controller
Date: 7/15/2020

EXHIBIT I-F

COMPUTER NETWORK CONFIGURATION

Computer network configuration to be determined by Customer should be in alignment with the MEDITECH Hardware Configuration Proposal.

EXHIBIT II

USER MANUALS AND SPECIFICATIONS FOR CORRESPONDING
APPLICATION INTERFACES AND CONVERSIONS

DOCUMENT PROVIDED UNDER SEPARATE COVER

SCHEDULE A

IMPLEMENTATION AND STAFFING GUIDE

(document provided under separate cover)