

Medical Information Technology, Inc.

Health Care Information System Software Agreement Amendment

(MP)

November

AGREEMENT made this _____ day of ~~October~~, 2019 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-E.
2. The total line item fee recited in Article II of the Agreement is hereby increased by \$65,818.
3. The monthly service fee recited in Article II of the Agreement is hereby increased by \$450.
4. Payment terms for the software listed on the attached Article II-E 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 \$6,582 as a downpayment toward the license of the additional software listed on Article II-E.
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-E, 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 _____ day of
October, 2019.

November *MP*

CUSTOMER Natividad Medical Center
By _____
Title _____

MEDITECH Medical Information Technology, Inc.
By <u>Michelle P. O'Conor</u>
Title <u>President & COO</u>

Steph Salet

Reviewed as to fiscal provisions
[Signature]
Auditor/Controller 10-4-19
County of Monterey

IN WITNESS WHEREOF each party has executed this Agreement as a sealed instrument this _____ day of _____

October, 2019.

November

11/10

CUSTOMER Natividad Medical Center

By _____

Title _____

MEDITECH Medical Information Technology, Inc.

By Michelle P. O'Connor

Title President & COO

ARTICLE II-E - DELIVERY

LICENSED SOFTWARE LINE ITEMS	Project Start	Delivery Date	License Fee	Implementation Fee	Line Item Fee	Service Fee	Ref. Manual
OV Provider Updates to MT MIS MEDINET: Send Orders & Receive Results	12/31/2019	12/31/2019	10,000	5,523	15,523	100	III
PHA Automation System (Robot-RX)	12/31/2019	12/31/2019	20,000	9,030	29,030	200	III
	12/31/2019	12/31/2019	15,000	6,265	21,265	150	III
Totals					65,818	450	