

**AMENDMENT NO. 2  
TO ENDOTOOL GLUCOSE MANAGEMENT SYSTEM SUBSCRIPTION CONTRACT  
BETWEEN MONARCH MEDICAL TECHNOLOGIES, LLC AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
GLUCOSE MANAGEMENT SYSTEM ENTERPRISE SOFTWARE SUBSCRIPTION**

This Amendment No. 2 to the Enterprise Software Subscription Contract (“Contract”) which was effective on October 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“Customer”), and Monarch Medical Technologies, LLC (“Company”);

**RECITALS**

**WHEREAS**, the Contract was executed with Monarch Medical Technologies, LLC for Glucose Management System Enterprise Software Subscription with a term October 1, 2018 through September 30, 2021 and a total Agreement amount not to exceed \$190,015; and

**WHEREAS**, Customer and Company amended the Contract on June 30, 2021 via Amendment No. 1 to extend the term for EndTool IV and EndoTool Analytics for an additional forty (40) month period (October 1, 2021 through January 31, 2025) for a revised Agreement term of October 1, 2018 through January 31, 2025, and to add an additional \$87,026, thereby increasing the total Agreement amount to \$277,041; and

**WHEREAS**, Customer and Company currently wish to amend the Contract via Amendment No. 2 to continue existing services, to add an additional service, attached hereto as “Exhibit A-2 “Sub-Q Product,” for EndoTool Subcutaneous (SubQ) Insulin Dosing Recommendation Software License and Subscription, and to add \$182,783 for a revised total Agreement amount not to exceed \$459,824, with no changes to the Agreement term of October 1, 2018 through January 31, 2025.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:

The Contract is hereby renewed on the terms and conditions as set forth in the original Contract and in Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. **The first sentence of Section 2, “Term” in the original Contract shall be amended to the following:**

“This Contract shall be effective October 1, 2018 (the “Effective Date”) and shall extend through January 31, 2025.”

2. **Section 4, “Fees” in the original Contract shall be amended by removing:**

“In consideration for the Company’s agreements hereunder, including the licenses granted hereunder for the Term, Customer will pay fees (“Subscription Fees”) set for in Exhibit A on an annual basis. Unless otherwise provided, the Subscription Fees include all fees for the basic integration and train-the-trainer services, Enhancements that includes update and upgrade, and support and maintenance services that includes new up-to-date software and Proactive Support technology or Self-Service Analytics at no additional costs to the Customer. If further service or training is requested by Customer, standard service rates will be charged. Except as otherwise specified (including in Exhibit A), payment terms are net 30 days from receipt of certified invoice by the County of Monterey, Auditor-Controller.”

**And replacing it with:**

“In consideration for the Company’s agreements hereunder, including the licenses granted hereunder

for the Term, Customer will pay fees (“Subscription Fees”) set for in Exhibit A-1 per Amendment No.1 and Exhibit A-2 per Amendment No. 2 on an annual basis. Unless otherwise provided, the Subscription Fees include all fees for the basic integration and train-the-trainer services, Enhancements that includes update and upgrade, and support and maintenance services that includes new up-to-date software and Proactive Support technology or Self-Service Analytics at no additional costs to the Customer. If further service or training is requested by Customer, standard service rates will be charged. Except as otherwise specified (including in Exhibit A-1 and Exhibit A-2), payment terms are net 30 days from receipt of certified invoice by the County of Monterey, Auditor-Controller.”

3. Except as provided herein, all remaining terms, conditions and provisions of the original Contract are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the original Contract and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the original Contract.
5. This Amendment No. 2 shall be effective when signed by both Parties.

***The remainder of this page was intentionally left blank.***

***~ 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.

**COUNTY OF MONTEREY on behalf of  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By:   
- Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel 6/7/2022

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller


Date: 6/7/2022

**CONTRACTOR**

Monarch Medical Technologies, LLC

**CONTRACTOR's Business Name**

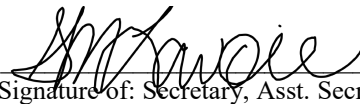
\*\*\*See instructions below\*\*\*

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

Brian Duffy, President

\_\_\_\_\_  
Name and Title

Date: 6/7/22

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

Sharai Lavoie, CFO

\_\_\_\_\_  
Name and Title

Date: 6/7/22

**\*\*\*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).

Exhibit A-2 “Sub-Q Product”



Monarch  
Medical Technologies

EndoTool Subcutaneous (SubQ)  
Insulin Dosing Recommendation Software

## Exhibit A-2 “Sub-Q Product”

### **Annual Subscription Fees**

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EndoTool SubQ is an annual software subscription that renews on the “Go Live Date”.

#### Location

Natividad

### **SubQ Subscription Fees:**

January 2022 – December 2022	\$ 59,725
January 2023 – December 2023	\$ 60,920
January 2024 – December 2024	\$ 62,138

Included inside the EndoTool SubQ application is a complete key quality improvement analytics package to aid for easy viewing of patients and glycemic results. There are 16 set reports but the most utilized by customers are as follows:

- Time to Control Failures
- Hypoglycemic Glucose
- On-Time Performance
- Dose Deviations
- Surveillance & Performance of Patients on EndoTool SubQ vs Not

### **One Time Fees (Waived)**

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#### **IT Integration with EndoTool**

Implementation of EndoTool by Monarch includes gathering customer requirements, evaluate current practices, determining optimal configuration, testing, deploying the system. IT integration includes inbound, outbound, and EMR integration. Inbound interface is one way data sending (ADT, ORU, ORM & RAS) from each hospital to the EndoTool system per facility. If your hospital is using wireless glucometers to capture patient’s blood glucoses, it will be automatically populated into EndoTool. HL7 Outbound interface is sending from EndoTool to a designated flow sheet in EMR. EMR integration makes EndoTool available to users within an EMR system by a single login.

#### **Training**

EndoTool utilizes a train the super-user model. Your IT department will create a “TRAIN” environment that clinicians can be trained on various scenarios using EndoTool. We will provide E-Learning for providers and clinicians to house in your hospital's LMS. E-learning must be completed by 80% of users during the 8-week clinical timeline to be ready for a Go Live Event. The Go Live event is 2 days and can be done on site or virtually. Additional training is provided by your Account Manager.

#### **SubQ Readiness Assessment**

A one-day on-site session to evaluate current practices, find gaps and identify strategies to optimize glycemic management. A report is provided outlining best practices, gaps to improve to adopt basal, bolus, and correctional subcutaneous insulin therapy for the hospital using EndoTool Sub.

## Exhibit A-2 “Sub-Q Product”

### SubQ Change Management Support

A clinical support resource to support and create a Train-the-Trainer Class. This will be followed by Go Live Support of 3 Days, followed by on-going support via 1-800 number.

### **Dedicated Account Manager, RN**

It is about results. The Account Manager’s primary goal is to have regular review of your hospital’s clinical results by unit to achieve best in class glyceemic metrics. This is what sets us apart from all other options out there. Whether it is to change parameters to achieve tighter control, unit expansion, or additional training, it is the investment of the Account Manager to know your unique health system and how we can partner together to achieve safe and efficient results.

### **Total Summary:**

Annual Subscription for SubQ	
Year 1 ( <i>January 2022 – December 2022</i> )	\$59,725
Year 2 ( <i>January 2023 – December 2023</i> )	\$60,920
Year 3 ( <i>January 2024 – December 2024</i> )	\$62,138
One-Time IT & Training Fees	Waived
SubQ Readiness Assessment	Waived
SubQ Change Management Support	Waived
<b>Total:</b>	<b>\$182,783</b>