



Monterey County Board of Supervisors

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Board Order

Agreement No. A-13067, Amendment No. 4

A motion was made by Supervisor Jane Parker, seconded by Supervisor Luis A. Alejo to:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment no. 4 to the agreement (A-13067) with Medical Information Technology, Inc. (MEDITECH) for the addition of a EMPI interface for the MEDITECH system at NMC, adding \$65,540 for a revised total agreement amount not to exceed \$233,649, and with an implementation term effective on April 30, 2019 through April 29, 2020, for a revised full agreement term of March 22, 2016 through April 29, 2020.

PASSED AND ADOPTED on this 23rd day of April 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 23, 2019.

Dated: April 24, 2019
Legistar File ID: A 19-067
Agenda Item No. 26

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Valerie Ralph, Clerk of the Board

Medical Information Technology, Inc.

Health Care Information System Software Agreement Amendment

AGREEMENT made this 30 day of April, 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-D.
2. The total line item fee recited in Article II of the Agreement is hereby increased by \$65,540.
3. The monthly service fee recited in Article II of the Agreement is hereby increased by \$500.
4. Payment terms for the software listed on the attached Article II-D 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 \$6,554 as a downpayment toward the license of the additional software listed on Article II-D.
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-D, 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 30 day of April, 2019.

CUSTOMER Natividad Medical Center
By [Signature]
Title CEO

MEDITECH Medical Information Technology, Inc.
By [Signature]
Title CEO

[Signature]
Monterey County Deputy County Counsel
Date: 3/22/19

[Signature]
Monterey County Deputy Auditor/Controller
Date: 3/21/19

ARTICLE II-D - DELIVERY

LICENSED SOFTWARE LINE ITEMS	Project Start	Delivery Date	License Fee	Implementation Fee	Line Item Fee	Service Fee	Ref. Manual
EMPI Interface	04/30/2019	04/30/2019	50,000	15,540	65,540	500	III
Totals					65,540	500	