


**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN DrFirst.com Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Software Licensing and Consulting Services**

The parties to Professional Service Agreement, dated May 31, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and DrFirst.com Inc. (Contractor), hereby agree to renew their Agreement No. (SC2256) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC2256). Additionally, Contractor will provide the services describe in Attachment A attached to this Amendment No. 1.
2. This Amendment shall become effective on October 1, 2011 and shall continue in full force until May 31, 2013.
3. The total amount payable by County to Contractor under Agreement No. (SC2256) shall not exceed the total sum of \$100,000 for the full term of the Agreement and \$53,990 for fiscal year 2011-12.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC2256).

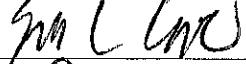
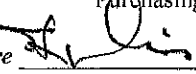
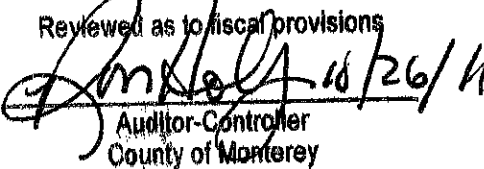
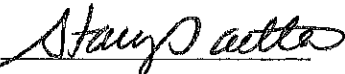
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 1  Dated 9/30/11
 Printed Name Edward C. Lee Title _____
Chief Operating Officer
 Signature 2 _____ Dated _____
 Printed Name _____ Title _____

****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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature  Dated 10-27-11
 Purchasing Manager
 Signature  Dated 10/18/11
 NMC - CEO
 Approved as to Legal Form: _____ Reviewed as to fiscal provisions
 Charles J. McKee, County Counsel  10/26/11
 Auditor-Controller
 County of Monterey
 By  Dated: 10/25, 2011
 Stacy Saetta, Deputy
 Attorneys for County and NMC

Attachment A
CONSULTING AGREEMENT STATEMENT OF WORK

This Statement of Work (hereinafter referred to as the "SOW") is executed and entered into effective as of 25 August, 2011 by and between DrFirst.com, Inc. ("DrFirst"), a Delaware corporation, and Natividad Medical Center ("Company"), a California corporation.

WHEREAS, Company and DrFirst have entered into that Master Services Agreement dated 25 August 2011 (hereinafter referred to as the "Agreement"); and

WHEREAS, pursuant to the Agreement, Company wishes to engage DrFirst Hospital Services Consultants ("Consultants") to perform certain Consulting Services that are ancillary to the Agreement as further described herein; and

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants, and agreements hereinafter set forth, and in further consideration of certain other valuable consideration, the receipt and sufficiency of which each of the parties expressly acknowledges, Company and DrFirst hereby agree by and between themselves as follows:

I. OVERVIEW: State purpose of this Statement of Work (SOW).

- a. The purpose of this work is to help the Company, by providing an objective review of the MEDITECH dictionaries pertaining to e-prescribing. The Consultant's goal is to prevent, as well as solve, problems like identifying issues and/or recommending MEDITECH best practices. The consultant will review and present the findings in a written report to the hospital project manager.

II. Description of Services: This section specifies a) the scope of the Services to be performed; b) the location where Services are to be performed; and c) other related information relevant to this SOW.

- a) Readiness Assessment:
 - The Consultant will review dictionaries in MEDITECH system pertaining to e-prescribing.
 - The Consultant will write, review and analyze several NPR reports from the company database and report the findings.
 - The Consultant will prepare a written technical assessment report including recommendations that the Company will need to complete in order for the system to work as designed for e-prescribing.
- b) Best Practices:
 - The Consultant will include within the assessment the latest and most up to date practices for implementing e-prescribing.
- c) The work is to be performed at:
 - Remotely via VPN or Citrix to the Company system.
- d) The Consultants assessment team may be comprised of as many as, but not limited to, two team members.

III. Timeline for the completion of the Services.
The Consultants will notify Company on start date of remote assessment process after access has been granted and is confirmed.

IV. Estimate of any and all fees and expense to complete the Services set forth herein, subject to the payment terms further described in Exhibit B of the Agreement.

The Readiness Assessment and Report fee is \$6,300.00

V. Invoices. All Invoices for Services shall be addressed to:

DrFirst Inc.
9420 Key West Ave Suite 230
Rockville, MD 20850

VI. Deliverables: Those outputs created in the performance of the Services.

The Consultant will provide Company with a Technical Assessment Report within fourteen (14) business days after the initial start date.

VII. Additional Terms and Conditions.

1. Change Management Process: In the event Company or Consultant requests a Change in any of the specifications, requirements, or activities:
 - a. The party seeking the change shall, by written notice, propose the applicable changes. Within forty-eight (48) hours of receipt of the written notice, each party's Project Leads shall meet, either in person or via telephone conference, to discuss the proposed changes ("Change Meeting"). The parties must mutually agree on any such changes and the changes shall be documented, in writing, and signed by both parties. In some cases a Change Request for additional funding may be required.
 - b. In the event that the parties disagree about the proposed changes to the general scope, the parties shall, within forty-eight (48) hours from the date of the Change Meeting, identify a senior management officer who has decision-making authority for each of the respective Parties. The officers shall confer and work to reach a mutually agreeable conclusion that shall be documented, in writing, and signed by both parties.
2. During the term of the SOW and for six (6) months after SOW conclusion or termination neither party shall hire or solicit for hire any regular, full-time employees of the other who actively provide, receive or participate in the onsite Services to Company. This hiring prohibition shall only apply to positions which include services substantially similar to those that Supplier employee provided to Company under this SOW. Should either party breach this provision, then it shall pay a Recruiting Fee as its sole obligation to the other and as the other's sole remedy for such hiring. The Recruiting Fee shall be equal to 1/2 of the yearly salary paid by the non-breaching party to the employee excluding benefits, bonuses, commissions or other salary enhancements, not to exceed \$10,000 per individual. Such Recruiting Fee

shall be paid within 90 days of the hiring date of such employee. At the request of the non-breaching party, the breaching party may be required to submit an invoice to receive payment of the Recruiting Fee. Nothing herein shall prohibit either party from employing or soliciting for employment any such employee of the other who (i) has been terminated by a party prior to the commencement of employment discussions with the other or (ii) contacts the other on his or her initiative without a direct or indirect solicitation by the other party. It is understood that a general advertisement not specifically directed at the other's business or its respective employees shall not be deemed a breach pursuant to this paragraph.

3. Unless otherwise provided herein, the terms and conditions contained in the Agreement, including all Exhibits thereto, shall govern this Statement of Work.

VIII. Approvals

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first above written.

Consultant:

DRFIRST.COM, INC.

By:

Name : Edward C. Lee

Title: Chief Operating Officer

Date:

Customer:

Natividad Medical Center

By: 

Name (Print): Henry W. Jr.

Title: CEO

Date: 11/30/11