



Renewal and Amendment No. 2
Exhibit A – Statement of Work

This Statement of Work (the "SOW") is executed and entered into effective as of _____ 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 a Master Agreement dated August 25, 2011 ("Master Agreement"); and

WHEREAS, Company wishes to continue to engage DrFirst to provide certain software services in accordance with the Renewal and Amendment No. 2,

WHEREAS, DrFirst has delivered services for, and Company has paid for in full, all initial fees for installation and the entire first year license fee of \$51,122.00;

WHEREAS, DrFirst has delivered but Company has not paid for the license fees for contract years 2 and 3; and

WHEREAS, Company agrees to establish a purchase order that will authorize the delivery of full payment to DrFirst for contract years 2, 3 and 4, for license fee amounts that are set forth below;

WHEREAS, Company has an existing credit outstanding of \$9,545.00 that will be applied toward the fees owed to DrFirst for Year 2 and year 3;

NOW THEREFORE, Company and DrFirst hereby agree by and between themselves as follows:

- I. Services and Deliverables.
 - a. DrFirst's RcopiaAC product includes three major components with integrate with the Meditech Hospital Information System through software interfaces created by Meditech and DrFirst:
 - i. MedHx: Medicaton History Service.
 - ii. DischargeRx: Electronic delivery of outpatient medications to retail and mail order pharmacies at the time of discharge.
 - iii. Rcopia Middleware.
- II. Fees.
 - a. Year 2 and Year 3 combined license fees outstanding: \$84,048.00.
 - b. Year 4 license fee is \$42,024.00 and DrFirst shall invoice Company for such fee in June 2014.
 - c. All subsequent annual license fees shall be \$42,024.00 through the revised service end date of June 30, 2017.



III. Miscellaneous.

- a. All other terms and conditions contained in the Master Agreement and prior Amendments and SOWs shall remain unchanged.

The Parties hereby agree to and execute this SOW as follows:

NATIVIDAD MEDICAL CENTER

By: _____
NMC Contracts/Purchasing Agent

Date: _____

By: Willy B. Klufend
Department Head (if applicable)

Date: 11/12/14

Approved as to Legal Provisions

By: [Signature]
Anne Brereton, Deputy County Counsel

Date: Nov 6, 2014

Approved as to Fiscal Provisions

By: [Signature]
Gary Giboney
Auditor/Controller's Office

Date: 11-6-14

CONTRACTOR

Dofirst.com, Inc.
Contractor's Business Name***

[Signature]
Signature of Chair, President, or Vice-President

James F. Chen, CEO
Name and Title

Date: 10/31/2014

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

David Samuels, CFO
Name and Title

Date: 12/3/14

*****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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.