



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No. A-13067

Upon motion of Supervisor Salinas, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the agreement (A-13067) with Medical Information Technology, Inc. for software interface services adding \$22,425 for a revised total agreement amount not to exceed \$119,459, an implementation term effective on the date of County's execution, through December 31, 2017; and
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$11,945.90) of the original cost of the agreement per each amendment.

PASSED AND ADOPTED on this 10<sup>th</sup> day of January 2017, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 79 for the meeting on January 10, 2017.

Dated: January 11, 2017

File ID: A 16-380

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Dennis Hancock*  
Deputy

**Medical Information Technology, Inc.**

**Health Care Information System Software Agreement Amendment**

AGREEMENT made this 10<sup>th</sup> day of January, 2017 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,

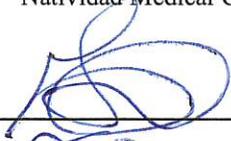
NOW THEREFORE, the parties hereto hereby agree as follows:

1. Article II of the Agreement is hereby amended to incorporate the software listed on the attached Article II-A.
2. The total line item fee recited in Article II of the Agreement is hereby increased by \$22,425.
3. The monthly service fee recited in Article II of the Agreement is hereby increased by \$150.
4. Customer agrees to pay to MEDITECH upon execution of this Amendment the sum of \$2,243 as a downpayment toward the license of the additional software listed on Article II-A.
5. Article I(B)(6) of the Agreement shall be replaced with the following:

Not later than sixty (60) days prior to the earliest delivery date listed in Article II, 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.

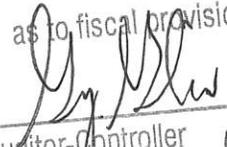
6. In all other respects the terms and conditions of the Health Care Information System Software Agreement dated March 22, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF each party has executed this Agreement as a sealed instrument this 15<sup>th</sup> day of January, 2017.

CUSTOMER	Natividad Medical Center
By	
Title	<u>CEO</u>

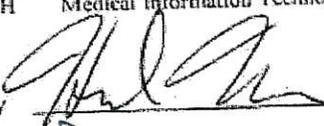
MEDITECH	Medical Information Technology, Inc.
By	_____
Title	_____

[APPROVED BY THE CLERK AND LEGALITY,  
DEPUTY COUNTY COUNSEL,  
COUNTY OF MONTEREY]

Reviewed as to fiscal provisions  
  
\_\_\_\_\_  
Auditor-Controller  
County of Monterey 11-28-16

IN WITNESS WHEREOF each party has executed this Agreement as a sealed instrument this \_\_\_\_\_ day of January, 2017.

CUSTOMER Natividad Medical Center  
By \_\_\_\_\_  
Title \_\_\_\_\_

MEDITECH Medical Information Technology, Inc.  
By  \_\_\_\_\_  
Title PRESIDENT & CEO

# **EXHIBIT III**

SPECIFICATIONS

DOCUMENT PROVIDED UNDER SEPARATE COVER

## ARTICLE II-A - DELIVERY

LICENSED SOFTWARE LINE ITEMS	Project Start	Delivery Date	License Fee	Implementation Fee	Line Item Fee	Service Fee	Ref. Manual
Patient Hemodynamic Monitor Xfer to MT PCS	02/28/2017	02/28/2017	10,000	2,475	12,475	100	III
OV Hemodynamic Monitors to ED	02/28/2017	02/28/2017	2,500	2,475	4,975	25	III
OV Hemodynamic Monitors to MT OR	02/28/2017	02/28/2017	2,500	2,475	4,975	25	III
Totals					22,425	150	