

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN VIRTUSA CORPORATION AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
CAREDISCOVER SOFTWARE SUBSCRIPTION SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on January 26, 2021 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Virtusa Corporation. (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for CareDiscover software subscriptions with a term January 26, 2021 through January 25, 2024 and a total Agreement amount not to exceed \$215,454; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through January 25, 2026, for a full agreement term of January 26, 2021 through January 25, 2026 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-1: Scope of Work/Payment Provisions per Amendment No. 1” with a \$152,169 increase for a total Agreement amount not to exceed \$367,623.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Billing / Paragraph titled, “Billing and Provisioning” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in the Exhibit A-1: Scope of Work/Payment Provisions per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$367,623.”
2. The first sentence of Section 14/Paragraph titled, “Termination” shall be amended to the following:
“The term of this Agreement is from January 26, 2021 through January 25, 2026 unless sooner terminated pursuant to the terms of this Agreement.”
3. “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to add the following:
***“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A-1: Exhibit A-1: Scope of Work/Payment Provisions per Amendment No. 1.”***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective when signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 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: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Virtusa Corporation

CONTRACTOR's Business Name

See instructions below

By: Paul D. Tutun
(Signature of: Chair, President, or Vice-President)

Paul D. Tutun, EVP & General Counsel

Name and Title

Date: 29-Sep-23

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

Name and Title

Date: _____

*****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).



Number: Q-05269

Customer Information

Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906

Sales Representative

Virtusa Contact: **Vinay Varanasi**
Phone Number: **(305) 898-4458**
E-mail Address: **vvaranasi@virtusa.com**

Summary

Software as a Service Total	\$147,169
Total	\$147,169 USD

Software as a Service - Subscription Entitlements

Projected Service Start Date: 01-Jan-2024

IBM CareDiscovery Quality and Electronic Quality Measures Annual Fees

Components Included:

- CareDiscovery Quality Measures base platform (CDQM)
- CareDiscovery Electronic Quality Measures base platform (CDeQM)

Item	Period	License Fee
CDQM/CDeQM	Months 1-12	\$73,584.50
CDQM/CDeQM	Months 13-24	\$73,584.50
Total		\$147,169 USD

- Committed Term: **24 months**
- Billing: **Annual**
- Renewal Type: **Terminate at end of current term**

Applicable tax will be recalculated at the time of order processing.

Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.



Terms for Software as a Service Offering Transactions

Natividad Medical Center entered into a Cloud Services Order dated December 4, 2020 (VIRTUSA Quote # 18870214, "Agreement") with **International Business Machines** ("IBM"); and Merative L.P. ("Merative") acquired technology assets and existing client relationships associated with IBM's Watson Health business (the "Transaction") on June 30, 2022; and As part of the Transaction the Agreement (including its related attachments and ancillary agreements which may include without limitation, Business Associate Agreements, Data Processing Addendums, Quality Agreements and Confidentiality Agreements) was assigned to Merative US L.P. ("Company"), a wholly owned subsidiary of Merative; and Company and Client now desire to provide additional Cloud Services under the Agreement.

The Parties, intending to be legally bound, agree as follows: All references in the Agreement and this Order to IBM or Watson Health are deemed from and after the Transfer Date to be references to Company. Cloud Services may also be referred to as SaaS in this Order.

The Parties agree to the following Non-Discrimination clause:

"NON-DISCRIMINATION. During the performance of this Agreement, VIRTUSA and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in VIRTUSA employment practices or in the furnishing of services to recipients. VIRTUSA shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. VIRTUSA and any of its subcontractors shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination."

Transaction Documents Service Description(s) for ordered SaaS:

Merative CAREDISCOVERY QUALITY MEASURES

https://www.merative.com/content/dam/merative/terms/offering/service/CareDiscovery_Quality_Measures.pdf

Merative CAREDISCOVERY ELECTRONIC QUALITY MEASURES

https://www.merative.com/content/dam/merative/terms/offering/service/CareDiscovery_Electronic_Quality_Measures.pdf

Merative US L.P.

100 Phoenix Drive, Ann Arbor, Michigan 48108 US

Protected Health Information and Business Associate Agreement

Protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended) (“PHI”) may be used with the applicable Software as a Service provided that (a) a Business Associate Agreement (“BAA”) that will govern such PHI has been validly executed between the parties and is linked to this transaction via the transaction number (such BAA is hereby incorporated herein by reference) and (b) the applicable Software as a Service is designed to handle PHI, as indicated in the offerings’ TOU or Service Description

Please work with your Virtusa Sales Representative to complete the provisioning data at or prior to time of order.





Number: Q-02213

Customer Information

Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906

Sales Representative

Virtusa Contact: **Vinay Varanasi**
Phone Number: **(305) 898-4458**
E-mail Address: **vvaranasi@virtusa.com**

Summary

Software as a Service Total	\$5,000
Total	\$5,000 USD

Software as a Service - Subscription Entitlements

Projected Service Start Date: 01-september-2023

IBM CareDiscovery Electronic Quality Measures Annual Fees

Components Included:

- CareDiscovery Electronic Quality Measures Addn Subm Request Remotely Del Svc

Item	Reporting Period	License Fee
CDeQM-Hybrid Measures	1-Jul-2023 to 30-Jun-2024	\$2,500
CDeQM-Hybrid Measures	1-Jul-2024 to 30-Jun-2025	\$2,500
Total		\$5,000 USD

- Committed Term: **One-time add on fee for each period**
- Billing: **Invoice paid upfront, upon signing the contract**

Applicable tax will be recalculated at the time of order processing.

Virtusa acceptance of the order is subject to credit approval.

Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.



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The Parties, intending to be legally bound, agree as follows: All references in the Agreement and this Order to IBM or Watson Health are deemed from and after the Transfer Date to be references to Company. Cloud Services may also be referred to as SaaS in this Order.

WHEREAS NATIVIDAD and VIRTUSA currently wish to amend the Agreement to (extend the term an additional 2 years, and/or increase the total Agreement amount by \$5000, and/or to add the County's non-discrimination clause to the Agreement terms and conditions.

The Parties agree to the following Non-Discrimination clause:

"NON-DISCRIMINATION. During the performance of this Agreement, VIRTUSA and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in VIRTUSA employment practices or in the furnishing of services to recipients. VIRTUSA shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. VIRTUSA and any of its subcontractors shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination."

This signed Order and use of the SaaS offering are your acceptance of the prices and terms referenced in this document.

Transaction Documents Service Description(s) for ordered SaaS:

Merative CAREDISCOVERY ELECTRONIC QUALITY MEASURES

https://www.merative.com/content/dam/merative/terms/offering/service/CareDiscovery_Electronic_Quality_Measures.pdf

Merative US L.P.

100 Phoenix Drive, Ann Arbor, Michigan 48108 US

Protected Health Information and Business Associate Agreement

Protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended) (“PHI”) may be used with the applicable Software as a Service provided that (a) a Business Associate Agreement (“BAA”) that will govern such PHI has been validly executed between the parties and is linked to this transaction via the transaction number (such BAA is hereby incorporated herein by reference) and (b) the applicable Software as a Service is designed to handle PHI, as indicated in the offerings’ TOU or Service Description

