

**AMENDMENT NO. 3
TO LICENSE AGREEMENT
BETWEEN FIRST DATABANK, INC. AND
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PHARMACY LICENSING SERVICES**

This Amendment No. 3 to the License Agreement (“Agreement”) which was effective on January 1, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “Licensee”), and First DataBank, Inc. (hereinafter “FDB”); (collectively, the County, Licensee and FDB are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Pharmacy Licensing Services with a term January 1, 2014 through December 31, 2018 and a total Agreement amount not to exceed \$139,558; and

WHEREAS, the parties amended the Agreement on August 9, 2017 via Amendment No. 1 by adding \$13,900 for a revised total Agreement amount of \$153,458 with no change to the Agreement scope or term.

WHEREAS, the parties amended the Agreement on December 11, 2018 via Amendment No. 2 to add \$27,594 for the addition of **FDB MEDKNOWLEDGE MEDITECH - Cloud Connector, FDB AlertSpace® - Cloud Connector**, and **FDB INTEROPERABILITY MODULE™, Enhanced Package – Cloud Connector** for uses as defined in Exhibit 1, Section C.1 of this Amendment No. 2, and to extend the Agreement for an additional five (5) year period through December 31, 2023 to allow for services to continue with a \$211,615 increase for the added services for a total Agreement amount of \$365,073 with no change to the Agreement scope; and

WHEREAS, the parties currently wish to amend the Agreement to extend the Agreement for an additional three (3) year period (January 1, 2024 through December 31, 2026) for a revised full Agreement of January 1, 2014 through December 31, 2026 to allow for services to continue with a \$163,920 increase for a total Agreement amount of \$528,993 with no change to the Agreement scope.

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 and in Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The following sentence shall be added to the end of Section 4. titled, “PAYMENT OF LICENSE FEES” as follows:
“The total amount payable by Licensee to FDB under this Agreement shall not exceed the sum of \$528,993.”

2. **Section 3, TERM AND TERMINATION**, is hereby amended by deleting subsection (a) in its entirety and replacing it with the following:

a) This Agreement and license shall remain in effect through December 31, 2026 and thereafter will renew only upon mutual agreement of both Parties, such mutual agreement shall be in the form of an amendment to this Agreement. If both Parties fail to execute an Amendment to this Agreement on or before December 31, 2026, then the delivery and use of the Licensed Solutions will be discontinued as of the end of the current Term that is in effect.

3. **Section 6, COVENANTS OF LICENSEE**, is hereby amended by deleting subsection (c) in its entirety and replacing it with the following:

c) Licensee will pay all taxes, however designated, including sales and use taxes and state and local privilege or excise taxes arising out of this Agreement and the transaction contemplated hereby. Licensee shall not be liable to FDB for any taxes to which its tax exempt status applies. Licensee shall timely provide Licensee's applicable tax exemption identification number or certificate.

4. **Exhibit 1, Section A, LICENSEE REPRESENTATION** is hereby amended and restated as follows:

A. LICENSEE REPRESENTATION

Licensee Name: County of Monterey, on Behalf of Natividad Medical Center

Street Address: 1441 Constitution Boulevard

City/State/Zip: Salinas, CA 93906

Telephone: (831) 755-4111

5. **Exhibit 1, Section C, DECLARATION OF USE** is hereby amended and restated as follows:

C. DECLARATION OF USE:

1. Licensee shall use the **Licensed Solutions identified in Exhibit 1, Sections B.1 and B.2** in a single MEDITECH inpatient hospital computer system at the site identified in Section A to:
- a) support the MEDITECH inpatient pharmacy dispensing system to regulate the distribution of medication to the patient and assist in clinical screening from within the boundaries of a single hospital institution. The **PATIENT EDUCATION MODULE**, English, and Spanish may be accessed by nurses' stations throughout the hospital for reference inquiries in the provision of patient care.
- b) support the MEDITECH Physician Order Management (POM) system for computerized physician order entry (CPOE) in an inpatient hospital setting.

2. Licensee shall use the **Licensed Solutions identified in Exhibit 1, Section B.3** in a MEDITECH Ambulatory Order Management (AOM) computer system at the site identified in Section A:

- a) to support medical reconciliation management and documentation in the MEDITECH Emergency Department Management (EDM) solution and in the MEDITECH Physician Care Manager (PCM).
- b) to support ambulatory order management in the MEDITECH Medical and Practice Management (MPM) solution for use in outpatient clinics and physician offices.

User Definition:

A User is defined as a Clinician using the MEDITECH Ambulatory Order Management (AOM) dictionary in the MEDITECH EDM solution and MEDITECH PCM or the MEDITECH MPM solution. For purposes of this Agreement, a Clinician is defined as a physician or a prescribing medical practitioner. A count of the total number of Clinicians is listed on Exhibit 2 – User Survey to this Agreement and shall be updated annually by Licensee as the basis for fee assessment

Authorized use of Licensed Solutions expressly excludes distribution of data to any third party outside of Licensee's organization, or use in a medical practice management system which supports drug dispensing, a clinical data repository, electronic medication administration record, e-prescribing, disease management applications, population health management applications (data aggregation and analytics, care management, medication management therapy, patient portals) prescription pricing in a retail setting, clinical medical records management systems, claims preparation and adjudication for the purpose of third party billing, litigation or regulatory investigations or inquiry (other than pursuant to a subpoena or other legal process compelling disclosure), supporting internet websites, or any other use not clearly defined above.

6. **Exhibit 1, Section D, LICENSE FEES AND PAYMENT SCHEDULE** is hereby amended and restated for the period beginning January 1, 2024 and ending December 31, 2026 in Licensee's current Term.

D. LICENSE FEES AND PAYMENT SCHEDULE

	01/01/2024 to 12/31/2024	01/01/2025 to 12/31/2025	01/01/2026 to 12/31/2026
Annual License Fee for FDB MEDKNOWLEDGE, MEDITECH Package for uses as defined in Exhibit 1, Section C.1:			
101-200 licensed beds	\$16,080	\$16,760	\$17,470

	01/01/2024 to 12/31/2024	01/01/2025 to 12/31/2025	01/01/2026 to 12/31/2026
Annual License Fee for PATIENT EDUCATION MODULE , Spanish for uses as defined in Exhibit 1, Section C.1:			
	\$ 3,120	\$ 3,250	\$ 3,390

	01/01/2024 to 12/31/2024	01/01/2025 to 12/31/2025	01/01/2026 to 12/31/2026
Annual License Fee for FDB AlertSpace for uses as defined in Exhibit 1, Section C.1:			
101-200 licensed beds	\$ 11,400	\$ 11,880	\$ 12,380

	01/01/2024 to 12/31/2024	01/01/2025 to 12/31/2025	01/01/2026 to 12/31/2026
Annual License Fee for FDB Interoperability Module, Core Package for uses as defined in Exhibit 1, Section C.1:			
101-200 licensed beds	\$ 3,320	\$ 3,390	\$ 3,560

	01/01/2024 to 12/31/2024	01/01/2025 to 12/31/2025	01/01/2026 to 12/31/2026
Annual License Fee for FDB MEDITECH Cloud Connector Package identified in Exhibit 1, Section B.2 for uses as defined in Exhibit 1, Section C.1:			
	\$ 5,520	\$ 5,520	\$ 5,520

	01/01/2024 to 12/31/2024	01/01/2025 to 12/31/2025	01/01/2026 to 12/31/2026
Annual User Fees for FDB MEDKNOWLEDGE, MEDITECH Package and POEM for use as defined in Exhibit 1, Section C.2:			
Clinicians 1 - 50	\$ 95	\$ 99	\$ 103
Clinicians 51- 150	\$ 85	\$ 89	\$ 92
Clinicians 151 - 300	\$ 76	\$ 79	\$ 82
Clinicians 301+	\$ 66	\$ 69	\$ 72

Annual User Fees for **FDB MEDKNOWLEDGE, MEDITECH Package and **POEM** for use as defined in Exhibit 1, Section C.2 are per Clinician per year and are calculated incrementally based on the number of Clinicians falling into each tier as identified on Exhibit 2 to the Agreement and reported at the beginning of each annual Fee Term.*

- i) License Fees consist of Annual Fees plus User Fees as specified in Exhibit 1. Annual Fees for each Fee Term are due and payable on each anniversary of the Effective Date. Fees for each Fee Term will be based on the then current total number of licensed beds. Upon request from FDB, Licensee will provide to FDB a written statement from a senior officer or director of Licensee (a "Certification") certifying the total number of licensed beds in accordance with this Agreement. In the event that Licensee fails to provide FDB with such Certification within fifteen (15) days after FDB's request, FDB may at its option, use the number of Medicare Certified beds as outlined in Definitive Healthcare for fee assessment.

- ii) Upon receipt of an invoice from FDB, Licensee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice. In no event, will the County Auditor-Controller pay a certified invoice later than sixty (60) days from the invoice date. Failure to pay amounts when due may result in discontinuation of product delivery and suspension of implementation support and customer service.
 - iii) **STANDARD CUSTOMER SUPPORT SERVICES:** Standard customer support services will be available to Licensee for the Term of the License Agreement via FDB's customer support toll-free number (1-800-633-3453) during normal business hours (8:00 A.M. to 8:00 P.M. EST Monday through Friday), excluding any FDB observed holidays, via e-mail at cs@fdbhealth.com, or via the Support Link at FDB's website at www.fdbhealth.com.
- 7. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
 - 8. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
 - 9. This Amendment No. 3 shall be effective when signed by last party.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

10/10/2023 | 9:55 AM PDT

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

10/10/2023 | 10:51 AM PDT

Date: _____

CONTRACTOR

First DataBank, Inc.

CONTRACTOR's Business Name

See instructions below

By: *Cynthia MacAskill*
Cynthia MacAskill (Sep 26, 2023 12:11 PDT)
(Signature of: Chair, President, or Vice-President)
Cynthia MacAskill
SVP of Finance

Name and Title

Date: Sep 26, 2023

By: *Lance Jennings*
Lance Jennings (Sep 26, 2023 14:19 EDT)
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Lance Jennings

Senior Director, Finance

Name and Title

Date: Sep 26, 2023

*****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).