

REDWOOD MEDNET
ELECTRONIC HEALTH INFORMATION EXCHANGE
EQUIPMENT PLACEMENT ADDENDUM

THIS EQUIPMENT PLACEMENT ADDENDUM (“Addendum”) is hereby made a part of the Participation Agreement (the “Agreement”) entered into by and between REDWOOD MEDNET, INC., a California nonprofit public benefit corporation (“Redwood MedNet”), and the party named on the Signature Page (“Participant”), with reference to the following facts:

Redwood MedNet and the Participant have entered into the Agreement, pursuant to which the Participant is to provide specified services in connection with the program of electronic health information exchange facilitated by Redwood MedNet. In connection with the Agreement, Redwood MedNet and the Participant have agreed to the placement at the business premises of the Participant of certain electronic equipment to be used in connection with the Participant’s performance of its services under the Agreement, as specifically described on the Signature Page.

IN CONSIDERATION of the recitals, covenants, conditions and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Redwood MedNet and the Participant hereby agree that the Agreement shall be amended to incorporate this Addendum therein, as follows:

1. Placement of Equipment. Redwood MedNet or its designee may place and maintain the equipment described on the Signature Page (the “Equipment”) on the business premises of the Participant described on the Signature Page (the “Premises”). Redwood MedNet may at any time remove the Equipment from the Premises or replace the Equipment with other Equipment that conforms to the description thereof set forth on the Signature Page.
2. Responsibility for Maintenance of Equipment. Redwood MedNet or its designee shall be responsible for the installation, operation and maintenance of the Equipment during the term of the Agreement, and for the removal of the Equipment from the Premises upon any termination of the Agreement. Redwood MedNet or its designee shall be responsible for any damage to the Premises caused by the presence of the Equipment on the Premises, whether by the normal operation or the malfunction thereof, except for damage to the Premises caused by damage to the Equipment caused by the act or omission of the Participant, or the Participant’s employees, agents or invitees upon the Premises.
3. Access to Equipment. The Participant shall allow Redwood MedNet or its designee access at reasonable times during business hours to the Premises for the purpose of servicing and maintaining, or for the purposes of removing the Equipment from the Premises.
4. Security of Equipment. The Participant shall be responsible for preserving the security of the Equipment on the Premises, and for taking reasonable measures to protect the Equipment from damage caused by persons present on the Premises, including without limitation the Contractor’s employees, agents or invitees upon the Premises.

5. Financial Responsibility and Insurance. The Participant shall maintain sufficient fire insurance covering the Premises and the contents thereof, including the Equipment. Redwood MedNet or its designee shall be responsible for any loss or damage to the Equipment not caused by any act or omission by the Participant, or the Participant's employees, agents or invitees upon the Premises.

6. Indemnity by Redwood MetNet. Redwood MedNet shall indemnify and hold the Participant free of and harmless from all liability, judgments, costs, damages, claims, or demands, including reasonable attorneys' fees, net of the proceeds of insurance, arising out of any damage to the Premises or any injury to persons present on the Premises caused by the presence of the Equipment or the operation of the Equipment on the Premises.

7. Indemnity by Participant. The Participant shall indemnify and hold Redwood MedNet or its designee free of and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of any damage to or misuse of the Equipment by any person on the Premises other than the representatives of Redwood MedNet or its designee.

8. Responsibility for Costs. Except as expressly set forth in this Agreement, the Participant and Redwood MedNet shall bear their own costs associated with their respective responsibilities under this Addendum. Without limiting the generality of the foregoing, Redwood MedNet shall not be obligated to pay rent or other fees to the Participant on account of the presence of the Equipment upon the Premises.

Signature Page Follows

REDWOOD MEDNET
ELECTRONIC HEALTH INFORMATION EXCHANGE
EQUIPMENT PLACEMENT ADDENDUM

IN WITNESS WHEREOF, the parties have executed this Addendum as of the following date:
_____, 201_.

“Redwood MedNet”

“Participant”

REDWOOD MEDNET, a California nonprofit
public benefit corporation.

[INSERT NAME OF PARTICIPANT], a
_____.

216 W. Perkins St, Suite 206

[Insert Address]

Ukiah, CA 95482

[Insert City, State Zip]

[Insert Name]

[Insert Name]

[Insert Title]

[Insert Title]

Description of Equipment: _____

Description of Premises: _____