

**RENEWAL AND AMENDMENT
NO. 2 TO THE SERVICES
AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
AND MD BUYLINE, INC., A SYMPLR COMPANY
FOR
SUBSCRIPTION AND CONSULTING SERVICES**

This Renewal and Amendment No. 2 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and MD Buyline, Inc., a symplr company (hereinafter "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 County of Monterey on behalf of Natividad Medical Center and MD Buyline, Inc., a symplr company had previously entered into an Agreement for Services (hereinafter "Agreement") on January 3, 2018 for membership services to NMC with a four year term and a total Agreement amount not to exceed \$91,996; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services and an additional \$30,000 thereby increasing the total Agreement amount to \$121,996 with no change to the agreement term of January 3, 2018 through January 2, 2022;

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for services to continue and to increase the amount payable by \$48,089 for a total Agreement amount of \$170,085.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:
"The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2024. unless sooner terminated pursuant to the terms of this Agreement.

The Annual Fee for 2022 shall be \$23,689 (a 3% increase from prev year)

The Annual Fee for 2023 shall be \$24,400 (a 3% increase from prev year)

Furthermore, Client shall continue to receive the SOS solution on a per project basis and only when requested

Original Agreement No. (A-14537)

to by Client.”

2. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1 or this Renewal and Amendment No. 2, the provisions of this Renewal and Amendment No. 2 shall govern.
3. This Renewal and Amendment is effective retroactively on January 3, 2022.

Renewal & Amendment No. 2 to Agreement
With MD Buyline for
Subscription and consulting

Original Agreement No. (A-14537)


IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 2 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 3/31/2022

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Chief Deputy Auditor-Controller

Date: 4/1/2022

CONTRACTOR

MD BUYLINE, INC., A SYMPLR COMPANY

CONTRACTOR's Business Name

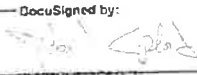
****Signature instructions below****

DocuSigned by: _____
By: _____

K.C. Attaya, VP Controller

Name and Title

Date: 3/31/2022 | 11:26 AM CDT

DocuSigned by:  _____
By: _____

Jordan Copland, Chief Financial Officer

Name and Title

Date: 3/31/2022 | 11:32 AM CDT

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)