



## Monterey County Board of Supervisors

### Board Order

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1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

#### **Agreement No.: A-16212**

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Renewal and Amendment No. 3 to the agreement with Corepoint Health, LLC for software product and support services, extending the agreement an additional three (3) years March 5, 2023, through March 4, 2026 for a revised full agreement term of March 5, 2016 through March 4, 2026, and adding \$245,932 for a revised total agreement amount not to exceed \$648,337.

PASSED AND ADOPTED on this 18<sup>th</sup> day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams  
NOES: None  
ABSENT: None

I, Valerie Ralph, 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 82 for the meeting April 18, 2023.

Dated: April 20, 2023  
File ID: A 23-096  
Agenda Item No.: 31

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**Renewal and Amendment No. 3 to Software License and Services Agreement (Contract No. 974)  
between County of Monterey, on behalf of Natividad Medical Center,  
and Corepoint Health, LLC d.b.a. Lyniate**

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This Renewal and Amendment No. 3 is dated as of 17 March 2023. It supplements or modifies the Software License and Services Agreement (Contract No. 974) entered into by and between the County of Monterey on behalf of Natividad Medical Center ("Customer") and Corepoint Health, LLC d.b.a. ("Lyniate") dated as of March 5, 2016, and subsequently amended on March 5, 2017, and January 27, 2020 (the "Agreement"). Capitalized terms used in this Renewal and Amendment No. 3 and not otherwise defined will have the meanings set forth in the Agreement.

**RECITALS**

**WHEREAS**, the Agreement was executed with an Initial Term from March 5, 2016, through March 4, 2017; and

**WHEREAS**, under Amendment No. 1, the Agreement was extended for three Renewal Terms commencing on March 5, 2017, and terminating on March 4, 2020; and

**WHEREAS**, under Amendment No. 2, the Agreement was extended for three additional Renewal Terms commencing on March 5, 2020, and terminating on March 4, 2023; and

**WHEREAS**, under the Agreement, Customer purchased a specified number of software licenses, authorizing Customer to use certain Lyniate software products and obtained maintenance support services and training services, for a total Agreement amount not to exceed \$402,405.00; and

**WHEREAS**, Customer and Lyniate currently wish to amend the Agreement to extend the term for an additional three (3) year period through March 4, 2026, to allow for the continued use of the previously purchased licenses to specified Lyniate software products, and to purchase additional software licenses to certain Lyniate software products and obtain associated maintenance support services in the amount of \$245,931.96, for a total Agreement amount not to exceed \$648,336.96; and

**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. **Section 10(a)**. Section 10(a) to the Agreement is hereby amended by adding a sentence to the end so that it reads in its entirety as follows:

"(a). **Term**. This Agreement will commence on the Effective Date and remain in effect for the Initial Term. This Agreement may subsequently be renewed by the parties for one or more additional Renewal Terms upon written agreement signed by both parties. If not renewed, this Agreement will terminate at the end of the then current Term. The term of the Agreement is extended for six Renewal Terms commencing on March 5, 2017, and terminating on March 4, 2023. Upon the expiration of such Renewal Terms, the term of the Agreement is extended for an additional three Renewal Terms commencing on March 5, 2023, and terminating on March 4, 2026."
2. **New Schedule D**. Schedule D attached hereto is hereby added to the Agreement.
3. **Compensation**. Customer shall pay to Lyniate the amount determined in accordance with Schedule D, upon the terms and conditions set forth therein. The total amount payable by Customer to Lyniate under this Agreement shall not exceed \$245,931.96 during the three Renewal Terms commencing March 5, 2023, and terminating on March 4, 2026 and \$648,336.96 in the aggregate.
4. **Signature required by certain date**. This Renewal and Amendment No. 3 will be null and void unless Customer returns an executed copy to Corepoint Health on or prior to March 4, 2023.
5. **Full Force and Effect**. Except as set forth in this Renewal and Amendment No. 3, all other terms and conditions of the Agreement will remain in full force and effect.

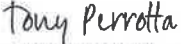
- 6. Addition of this Renewal and Amendment No. 3 to the Agreement. A copy of this Renewal and Amendment No. 3 shall be attached to the Agreement.

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

**Agreed to:**

**"Lyniate"**


**Corepoint Health, LLC d.b.a. Lyniate**

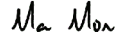
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 By: \_\_\_\_\_  
76DB540B28894BC  
 Print Name: Tony Perrotta  
 Title: EVP, Finance  
 Date: 17 March 2023

**Agreed to:**

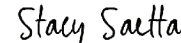
**"Customer"**

**County of Monterey, on behalf of Natividad Medical Center**

DocuSigned by:  
  
 By: \_\_\_\_\_  
AB274125CF834CA  
 Print Name: Jason Garcia  
 Title: for Charles Harris, CEO for Natividad  
 Date: 04/18/23

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3/23/2023 | 8:51 AM PDT

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3/20/2023 | 1:48 PM PDT

**SCHEDULE D**  
to  
**Software License and Services Agreement**  
**Contract #974**  
Schedule Effective Date: March 5, 2023

**SOFTWARE PRODUCTS – PRICING AND SUPPORT**

Customer's total purchase under this Schedule is \$245,931.96, which shall be paid in three annual payments as specified below.

**Term: Year Eight (March 5, 2023 - March 4, 2024)**

Customer's total purchase under this Renewal Term is **\$70,648.35** for the Software product licenses and Support Services specified in the tables which follow:

1. **Software Product License Fees.** Customer is purchasing the following licenses during Year Eight (March 5, 2023 - March 4, 2024).

Number of Licenses and License Fees:

Software Product	License Fee (per license)		Subtotal	
	Perpetual	Annual	Number of licenses	Price
Package of five connections with A2 (price is for each package required to add connections 116 – 140)	\$3,433.50		5	\$17,167.50
Developer's License (for use on up to three machines within Customer's Enterprise)		\$1,716.75	1	\$1,716.75
HL7 Analyzer (for use on up to five machines within Customer's Enterprise)		\$1,635.00	1	\$1,635.00
<b>Total Annual License Fees</b>				<b>\$20,519.25</b>

2. **Software Product Support Fees.** Customer is purchasing the following Support Services during Year Eight (March 5, 2023 - March 4, 2024).

Annual Support Fees:

Software Support	Support Fee (per license)	Subtotal	
		Number of licenses	Price
Corepoint Integration Engine Runtime with Five (5) connections	\$5,722.50	1	\$5,722.50
RFMDB Gear	\$1,144.50	1	\$1,144.50
Assured Availability for Corepoint Integration Engine	\$1,373.40	1	\$1,373.40
Package of five connections with A2 (price is for each of the nine (9) packages required to add connections 6 – 50).	\$1,373.40	9	\$12,360.60
Package of five connections with A2 (price is for each package required to add connections 51 – 115)	\$686.70	13	\$8,927.10

Package of five connections with A2 (price is for each package required to add connections 116 – 140)	\$686.70	5	\$3,433.50
Web Services	\$5,722.50	1	\$5,722.50
Corepoint Outreach Manager	\$6,867.00	1	\$6,867.00
Upgrade to Corepoint Community Exchange Runtime Server Software with HTTP Gear	\$3,433.50	1	\$3,433.50
CareAgent	\$228.90	5	\$1,144.50
<b>Total Annual License Fees</b>			<b>\$50,129.10</b>

**Term: Year Seven (March 5, 2024 - March 4, 2025)**

Customer's total purchase under this Renewal Term is **\$81,490.04** for the Software product licenses and Support Services specified in the tables which follow:

- Software Product License Fees.** Customer is purchasing the following licenses during Year Seven (March 5, 2023 - March 4, 2024).

Number of Licenses and License Fees:

Software Product	License Fee (per license)		Subtotal	
	Perpetual	Annual	Number of licenses	Price
Package of five connections with A2 (price is for each package required to add connections 141 – 165)	\$3,776.85		5	\$18,884.25
Developer's License (for use on up to three machines within Customer's Enterprise)		\$1,888.43	1	\$1,888.43
HL7 Analyzer (for use on up to five machines within Customer's Enterprise)		\$1,798.50	1	\$1,798.50
<b>Total Annual License Fees</b>				<b>\$22,571.18</b>

- Software Product Support Fees.** Customer is purchasing the following Support Services during Year Seven (March 5, 2024 - March 4, 2025).

Annual Support Fees:

Software Support	Support Fee (per license)	Subtotal	
		Number of licenses	Price
Corepoint Integration Engine Runtime with Five (5) connections	\$6,294.75	1	\$6,294.75
RFMDB Gear	\$1,258.95	1	\$1,258.95
Assured Availability for Corepoint Integration Engine	\$1,510.74	1	\$1,510.74
Package of five connections with A2 (price is for each of the nine (9) packages required to add connections 6 – 50)	\$1,510.74	9	\$13,596.66

Package of five connections with A2 (price is for each package required to add connections 51 – 115)	\$755.37	13	\$9,819.81
Package of five connections with A2 (price is for each package required to add connections 116 – 140)	\$755.37	5	\$3,776.85
Package of five connections with A2 (price is for each package required to add connections 141 – 165)	\$755.37	5	\$3,776.85
Web Services	\$6,294.75	1	\$6,294.75
Corepoint Outreach Manager	\$7,553.70	1	\$7,553.70
Upgrade to Corepoint Community Exchange Runtime Server Software with HTTP Gear	\$3,776.85	1	\$3,776.85
CareAgent	\$251.79	5	\$1,258.95
<b>Total Annual License Fees</b>			<b>\$58,918.86</b>

**Term: Year Eight (March 5, 2025 - March 4, 2026)**

Customer's total purchase under this Renewal Term is **\$93,793.57** for the Software product licenses and Support Services specified in the tables which follow:

- Software Product License Fees.** Customer is purchasing the following licenses during Year Eight (March 5, 2025 - March 4, 2026).

Number of Licenses and License Fees:

Software Product	License Fee (per license)		Subtotal	
	Perpetual	Annual	Number of licenses	Price
Package of five connections with A2 (price is for each package required to add connections 166 – 190)	\$4,154.54		5	\$20,772.68
Developer's License (for use on up to three machines within Customer's Enterprise)		\$2,077.27	1	\$2,077.27
HL7 Analyzer (for use on up to five machines within Customer's Enterprise)		\$1,978.35	1	\$1,978.35
<b>Total Annual License Fees</b>				<b>\$24,828.29</b>

- Software Product Support Fees.** Customer is purchasing the following Support Services during Year Eight (March 5, 2025 - March 4, 2026).

Annual Support Fees:

Software Support	Support Fee (per license)	Subtotal	
		Number of licenses	Price
Corepoint Integration Engine Runtime with Five (5) connections	\$6,924.23	1	\$6,924.23
RFMDB Gear	\$1,384.85	1	\$1,384.85



Assured Availability for Corepoint Integration Engine	\$1,661.81	1	\$1,661.81
Package of five connections with A2 (price is for each of the nine (9) packages required to add connections 6 – 50)	\$1,661.81	9	\$14,956.33
Package of five connections with A2 (price is for each package required to add connections 51 – 115)	\$830.91	13	\$10,801.79
Package of five connections with A2 (price is for each package required to add connections 116 – 140)	\$830.91	5	\$4,154.54
Package of five connections with A2 (price is for each package required to add connections 141 – 165)	\$830.91	5	\$4,154.54
Package of five connections with A2 (price is for each package required to add connections 166 – 190)	\$830.91	5	\$4,154.54
Web Services	\$6,924.23	1	\$6,924.23
Corepoint Outreach Manager	\$8,309.07	1	\$8,309.07
Upgrade to Corepoint Community Exchange Runtime Server Software with HTTP Gear	\$4,154.54	1	\$4,154.54
CareAgent	\$276.97	5	\$1,384.85
<b>Total Annual License Fees</b>			<b>\$68,965.28</b>