

Amendment No. 4
to
Software and Services License Agreement (Contract No. 974) between County of Monterey on behalf of Natividad Medical Center and Corepoint Health, LLC d.b.a. Rhapsody (formerly Corepoint Health, LLC d.b.a Lyniate)

This Amendment No. 4 is retroactive to March 5, 2023 (the "Amendment Effective Date"). It supplements or modifies the Software and Services License Agreement entered into by and between County of Monterey on behalf of Natividad Medical Center ("Customer") and Corepoint Health, LLC d.b.a. Rhapsody ("Company") with an effective date of March 5, 2016 and as amended from time to time (the "Agreement"). Capitalized terms used in this Amendment 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 the Agreement, Customer purchased a specified number of software licenses, authorizing Customer to use certain Corepoint Health software products and obtained maintenance support services and training services, for a total Agreement amount not to exceed \$83,400; and

WHEREAS, the Agreement expired on March 4, 2017; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 1 to extend the term for an additional three (3) year period through March 5, 2020, to allow for the continued use of the previously purchased licenses to specified Corepoint Health software products, and to purchase additional software licenses to certain Corepoint Health software products and obtain associated maintenance support services in the amount of \$142,200, for a revised total Agreement amount not to exceed \$225,600; and

WHEREAS, the Parties entered into an updated Business Associate Agreement; and

WHEREAS, the Agreement expired on March 5, 2020; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 2 to extend the term for an additional three (3) year period through March 4, 2023, to allow for the continued use of the previously purchased licenses to specified Corepoint Health software products, and to purchase additional software licenses to certain Corepoint Health software products and obtain associated maintenance support services in the amount of \$176,805, for a revised total Agreement amount not to exceed \$402,405; and

WHEREAS, Corepoint Health, LLC. rebranded as Corepoint Health, LLC. d/b/a Lyniate on March 5, 2020; and

WHEREAS, the Agreement expired on March 4, 2023; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 3 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 Corepoint Health software products, and to purchase additional software licenses to certain Corepoint Health software products and obtain associated maintenance support services in the amount of \$245,932, for a revised total Agreement amount not to exceed \$648,337; and

WHEREAS, Corepoint Health, LLC. d/b/a Lyniate rebranded as Corepoint Health, LLC. d/b/a Rhapsody on April 3, 2023.

WHEREAS, the Parties currently wish to renew the Agreement via Amendment No. 4 to allow for the continued use of the previously purchased licenses to specified Corepoint Health software products, and to purchase additional software licenses to certain Corepoint Health software products and obtain associated maintenance support services attached hereto as "Schedule D-1 as per Amendment No. 4" to be coterminous with Schedule D as per Amendment No. 3, adding an additional amount of \$10,970, for a revised total Agreement amount not to exceed \$659,307; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Signatures. Customer and Company agree that by the execution of this Amendment No. 4, Amendment No. 4 will be deemed fully executed by both parties and effective retroactive to March 5, 2023.
2. New Schedule D-1. Schedule D-1 attached hereto is hereby added to the Agreement.
3. Compensation. Customer shall pay Company the amount determined in accordance with Schedule D-1, upon the terms and conditions set forth herein. The total amount payable by Customer to Company under this Agreement shall not exceed \$10,970 during the three Renewal Terms retroactive to March 5, 2023 and terminating on March 4, 2026 for a total Agreement amount not to exceed \$659,307.
4. Full Force and Effect. Except as set forth in this Amendment No. 4, all other terms and conditions of the Agreement will remain in full force and effect.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives on the dates indicated below.

“Company”

Corepoint Health, LLC d.b.a. Rhapsody

DocuSigned by:
By: Tony Perrotta
76DB54DB28894BC...
Print Name: Tony Perrotta
Title: EVP, Finance
Date: 14 February 2024

“Customer”

County of Monterey on behalf of Natividad Medical Center

By: _____
Print Name: Charles R. Harris
Title: CEO
Date: _____

Approved as to Legal Provisions

DocuSigned by:
By: Stacy Saetta Stacy Saetta
COCE1899F44A9
Monterey County Deputy County Counsel

Date: 2/16/2024 | 2:53 PM PST

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth Jennifer Forsyth
4576657876451E
Monterey County Deputy Auditor/Controller

Date: 2/16/2024 | 4:55 PM PST

SCHEDULE D-1
as per
Amendment No. 4
to
Software License and Services Agreement
Contract #974

SOFTWARE PRODUCTS – PRICING AND SUPPORT

Customer's total purchase under this Schedule is \$10,969.20, which shall be paid in three annual payments as specified below.

Term: Year Eight (retroactive to March 5, 2023 – March 4, 2024)

Customer's total additional purchase under this Renewal Term is **\$7,920.00** 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
File Protocol	\$6,600.00		1	\$6,600.00
Total Annual License Fees				\$6,600.00

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
File Protocol	\$1,320.00	1	\$1,320.00
Additional Support Fees			\$1,320.00*

* The annual Support Services fee shall be prorated from the Effective Date of Amendment No. 4 through March 4, 2024.

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

Customer's total additional purchase under this Renewal Term is **\$1,452.00** for the Software product licenses and Support Services specified in the tables which follow:

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

Annual Support Fees:

Software Support	Support Fee (per license)	Subtotal	
		Number of licenses	Price
File Protocol	\$1,452.00	1	\$1,452.00
Additional Support Fees			\$1,452.00

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

Customer's total additional purchase under this Renewal Term is **\$1,597.20** for the Software product licenses and Support Services specified in the tables which follow:

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

Annual Support Fees:

Software Support	Support Fee (per license)	Subtotal	
		Number of licenses	Price
File Protocol	\$1,597.20	1	\$1,597.20
Additional Support Fees			\$1,597.20