

**Renewal and Amendment No. 1
to Order Sets Software License & Maintenance Agreement
Between ProVation Medical, Inc. (formerly Wolters Kluwer Health, Inc.), and County of Monterey, on behalf of
Natividad Medical Center for Software License and Maintenance Services**

This Renewal and Amendment is effective retroactive to April 16, 2021 ("Amendment Effective Date"), by and between ProVation Medical, Inc. ("ProVation") and County of Monterey, on behalf of Natividad Medical Center ("Licensee"). All words with a capital letter shall have the meaning in the Agreement.

WHEREAS, Wolters Kluwer Health, Inc. and Licensee entered into agreement on April 15, 2013 (the "Agreement") with a term of April 15, 2013 through April 15, 2021 and a total Agreement amount not to exceed \$458,365; and

WHEREAS, on or about September 25, 2015, Licensee exercised its Board of Supervisors authority to add a contingency to the Agreement in the amount of \$45,835, thereby increasing the total Agreement amount to \$504,200; and

WHEREAS, Wolters Kluwer Health, Inc. assigned all of its rights, titles, and interests in and to, and all of its obligations under the Agreement to ProVation on October 22, 2015 via an Assignment and Assumption Agreement; and

WHEREAS, Agreement A-12453 will need to go to the Monterey County Board of Supervisors for approval, but cannot be scheduled for Board approval until the April 20, 2021 agenda, five days after Agreement A-12453 shall expire by its terms; and

WHEREAS, ProVation and Licensee wish to renew and amend Agreement A-12453 retroactive to April 16, 2021; and

WHEREAS, this Renewal an Amendment No. 1 is necessary due to Licensee's continued need for ProVation's services; and

WHEREAS, ProVation and Licensee desire to amend the Agreement according to the terms and conditions of this Amendment;

NOW, THEREFORE, the parties hereby agree as follows:

The 2nd paragraph of Section 1 (Grant of License and Term) is hereby amended and restated as follows:

"1. Grant of License, Term, and Total Amount Payable. This Agreement will remain in effect for thirteen (13) years after the Agreement Effective Date ending all Licensee rights to the ProVation Order Sets on April 15, 2026 unless earlier terminated as set forth in section 6. The total amount payable by Licensee to ProVation under this Agreement shall not exceed the sum of \$676,794."

Section 15 (Termination of Maintenance) is hereby amended and restated as follows: If Licensee's license to use ProVation Order Sets is terminated for any reason or the term in Section 1 expires, maintenance services will terminate. ProVation may suspend maintenance services if Licensee fails to pay maintenance fees within sixty (60) days after the date of a ProVation invoice for maintenance services.

Section 20 (Maintenance Fees) is hereby amended and restated as follows: Licensee will annually pre-pay ProVation the maintenance fee specified in the invoice for the applicable 12 month period with annual 3.5% increases and cover the number of beds in Exhibit B of the Agreement.

Professional Services. Licensee hereby purchases the following Professional Services which shall be invoiced on this Amendment in accordance with section 22 of the Agreement.

Remote Technical Services	svostech	Remote Technical Services	\$3,000.00
Total:			\$3,000.00

Incorporation, Interpretation. This Amendment shall be attached to and incorporated into the Agreement. In the event there is a conflict or inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail. Except as set forth in this Amendment, all other terms of the Agreement remain unchanged.

NTVCA

By signature below I warrant and represent I have authority to bind the above organizations to this Amendment.

ProVation Medical, Inc.

By Jason Aune
Jason Aune (Mar 15, 2021 16:51 CDT)

Title: Senior Finance Director

Name: Jason Aune

Date Mar 15, 2021

Licensee

By _____

Title _____

Name: _____

Date

Reviewed and approved as to form.



Deputy County Counsel
3/16/2021

Reviewed for Fiscal Provisions
3-16-2021



Chief Deputy Auditor-Controller