



**Renewal and Amendment No. 2 to Software License and Services Agreement (Contract No. 974)
between County of Monterey, on behalf of Natividad Medical Center, and Corepoint Health, LLC**

This Renewal and Amendment No. 2 is dated as of _____, 2019. 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 ("Corepoint Health") dated as of March 5, 2016 (the "Agreement"). Capitalized terms used in this Renewal and Amendment No. 2 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, the Agreement was extended for three Renewal Terms commencing on March 5, 2017 and terminating on March 4, 2020; 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 \$225,600; and

WHEREAS, Customer and Corepoint Health currently wish to renew and amend the Agreement 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 total Agreement amount not to exceed \$402,405; 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 three Renewal Terms commencing on March 5, 2017 and terminating on March 4, 2020. Upon the expiration of such Renewal Terms, the term of the Agreement is extended for an additional three Renewal Terms commencing on March 5, 2020 and terminating on March 4, 2023."
2. New Schedule C. Schedule C attached hereto is hereby added to the Agreement.
3. Compensation. Customer shall pay to Corepoint Health the amount determined in accordance with Schedule C, upon the terms and conditions set forth therein. The total amount payable by Customer to Corepoint Health under this Agreement shall not exceed \$176,805 during the three Renewal Terms commencing March 5, 2020 and terminating on March 4, 2023 and \$402,405 in the aggregate.
4. Signature required by certain date. This Renewal and Amendment No. 2 will be null and void unless Customer returns an executed copy to Corepoint Health on or prior to March 4, 2020.
5. Full Force and Effect. Except as set forth in this Renewal and Amendment No. 2, all other terms and conditions of the Agreement will remain in full force and effect.

6. Addition of this Amendment No. 2 to the Agreement. A copy of this Amendment No. 2 shall be attached to the Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

Agreed to:

Corepoint Health, LLC

By: _____
(Signature)

Charlotte Keating
(Name typed or printed)

Controller
(Title)

(Date)

Agreed to:

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

By: _____
(Signature)

(Name typed or printed)

(Title)

(Date)

Reviewed as to fiscal provisions

B. Maso
Auditor-Controller
County of Monterey
11/27/2019

Approved as to form

Stephany

November 22, 2019

SCHEDULE C
to
Software License and Services Agreement
Contract #974
Schedule Effective Date: March 5, 2020

SOFTWARE PRODUCTS – PRICING AND SUPPORT

Customer's total purchase under this Schedule is \$176,805.00, which shall be paid in three annual payments as specified below.

Term: Year Five (March 5, 2020 - March 4, 2021)

Customer's total purchase under this Renewal Term is **\$59,145.00** 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 Five (March 5, 2020 - March 4, 2021).

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 over 50).	\$3,150.00		4	\$12,600.00
Developer's License (for use on up to three machines within Customer's Enterprise)		\$1,575.00	1	1,575.00
HL7 Analyzer (for use on up to five machines within Customer's Enterprise)		1,500.00	1	1,500.00
Total Annual License Fees				\$15,675.00

2. **Software Product Support Fees.** Customer is purchasing the following Support Services during Year Five (March 5, 2020 - March 4, 2021).

Annual Support Fees:

Software Support	Support Fee (per license)	Subtotal	
		Number of licenses	Price
Corepoint Integration Engine Runtime with Five (5) connections	\$5,250.00	1	\$5,250.00
RFMDB Gear	1,050.00	1	1,050.00
Assured Availability for Corepoint Integration Engine	1,260.00	1	1,260.00
Package of five connections with A2 (price is for each of the nine (9) packages required to add connections 6 – 50).	1,260.00	9	11,340.00
Package of five connections with A2 (price is for each package required to add connections over 50).	630.00	14	8,820.00
Web Services	5,250.00	1	5,250.00
Corepoint Outreach Manager	6,300.00	1	6,300.00
Upgrade to Corepoint Community Exchange Runtime Server Software with HTTP Gear	3,150.00	1	3,150.00
CareAgent	210.00	5	1,050.00
Total Support Services Fees			\$43,470.00

Term: Year Six (March 5, 2021 - March 4, 2022)

Customer's total purchase under this Renewal Term is **\$57,885.00** 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 Six (March 5, 2021 - March 4, 2022).

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 over 50).	\$3,150.00		3	\$9,450.00
Developer's License (for use on up to three machines within Customer's Enterprise)		\$1,575.00	1	1,575.00
HL7 Analyzer (for use on up to five machines within Customer's Enterprise)		1,500.00	1	1,500.00
Total Annual License Fees				\$12,525.00

2. **Software Product Support Fees.** Customer is purchasing the following Support Services during Year Six (March 5, 2021 - March 4, 2022).

Annual Support Fees:

Software Support	Support Fee (per license)	Subtotal	
		Number of licenses	Price
Corepoint Integration Engine Runtime with Five (5) connections	\$5,250.00	1	\$5,250.00
RFMDB Gear	1,050.00	1	1,050.00
Assured Availability for Corepoint Integration Engine	1,260.00	1	1,260.00
Package of five connections with A2 (price is for each of the nine (9) packages required to add connections 6 – 50).	1,260.00	9	11,340.00
Package of five connections with A2 (price is for each package required to add connections over 50).	630.00	17	10,710.00
Web Services	5,250.00	1	5,250.00
Corepoint Outreach Manager	6,300.00	1	6,300.00
Upgrade to Corepoint Community Exchange Runtime Server Software with HTTP Gear	3,150.00	1	3,150.00
CareAgent	210.00	5	1,050.00
Total Support Services Fees			\$45,360.00

Term: Year Seven (March 5, 2022 - March 4, 2023)

Customer's total purchase under this Renewal Term is **\$59,775.00** 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 Seven (March 5, 2022 - March 4, 2023).

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 over 50).	\$3,150.00		3	\$9,450.00
Developer's License (for use on up to three machines within Customer's Enterprise)		\$1,575.00	1	1,575.00
HL7 Analyzer (for use on up to five machines within Customer's Enterprise)		1,500.00	1	1,500.00
Total Annual License Fees				\$12,525.00

2. **Software Product Support Fees.** Customer is purchasing the following Support Services during Year Seven (March 5, 2022 - March 4, 2023).

Annual Support Fees:

Software Support	Support Fee (per license)	Subtotal	
		Number of licenses	Price
Corepoint Integration Engine Runtime with Five (5) connections	\$5,250.00	1	\$5,250.00
RFMDB Gear	1,050.00	1	1,050.00
Assured Availability for Corepoint Integration Engine	1,260.00	1	1,260.00
Package of five connections with A2 (price is for each of the nine (9) packages required to add connections 6 – 50).	1,260.00	9	11,340.00
Package of five connections with A2 (price is for each package required to add connections over 50).	630.00	20	12,600.00
Web Services	5,250.00	1	5,250.00
Corepoint Outreach Manager	6,300.00	1	6,300.00
Upgrade to Corepoint Community Exchange Runtime Server Software with HTTP Gear	3,150.00	1	3,150.00
CareAgent	210.00	5	1,050.00
Total Support Services Fees			\$47,250.00