

# ORIGINAL

## AGREEMENT FOR SERVICES #407 AMENDMENT III

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This Amendment III to that Agreement for Services #407 (209-S1711), made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client", "Subscriber", & "County") and Patagonia Health, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 15100 Weston Parkway, Suite 204, Cary NC 27513 (*Mailing: 202 Midenhall Way, Cary, NC 27513*), and whose Agent for Service of Process is *Ajay Mathur, 18 Artisan Street, Ladera Ranch, CA 92694*, (hereinafter referred to as "Business Associate" & "Vendor");

### RECITALS

**WHEREAS**, Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository (the "Repository"). Subscriber is a Public Health Department, which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber, in accordance with Agreement for Services #407 (209-S1711), dated December 13, 2016, Amendment I, dated September 21, 2021, and Amendment II, dated November 16, 2021, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the maximum obligation by \$275,000 and to amend **Section 13, "Maximum Obligation"**; and

**WHEREAS**, the parties hereto have mutually agreed to add **Section 15, "Electronic Signatures;"** and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment III to that Agreement #407 (209-S1711).

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #407 (209-S1711) shall be amended a third time as follows:

1) **Section 13, Maximum Obligation** shall be amended in its entirety to read as follows:


13. **Maximum Obligation:** The maximum obligation for the stated services during the term of this Agreement shall not exceed \$1,027,071.

2) **Section 15, Electronic Signatures** is hereby added to read as follows:

**15. Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.


Except as herein amended, all other parts and sections of that Agreement #407 (209-S1711) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Olivia Byron-Cooper (Aug 17, 2022 12:18 PDT)  
Olivia Byron-Cooper, MPH  
Director Public Health  
Health and Human Services Agency

Dated: 08/17/2022

**Requesting Department Head Concurrence:**

By:   
Daniel Del Monte (Aug 17, 2022 12:56 PDT)  
Daniel Del Monte, Interim Director  
Health and Human Services Agency

Dated: 08/17/2022

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #407 (209-S1711) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/13/22

By: Hori Parlin  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Nyza Schaffey  
Deputy Clerk

Dated: 9/13/22

-- VENDOR --

PATAGONIA HEALTH, INC.  
A Delaware Corporation

By: Ashok Mathur  
Ashok Mathur (Aug 18, 2022 12:25 EDT)  
Ashok Mathur  
CEO  
"Vendor"

Dated: 08/18/2022