

AGREEMENT FOR SERVICES #407 (209-S1711)
AMENDMENT II

This Amendment II 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") and Patagonia Health, Inc., a North Carolina 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*) (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, and Amendment I, dated September 21, 2021, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of Agreement #407 (209-S1711) for an additional 5 (five) years with rates as stated in Exhibit A-2 titled "Renewal Sales Agreement 2021", incorporated herein and made by reference a part hereof, hereby amending Section 2, "Payment," and Section 7, "Term and Termination"; and

WHEREAS, the parties hereto have mutually agreed to amend the maximum obligation and to add **Section 13, "Maximum Obligation"**; and

WHEREAS, the parties hereto have mutually agreed to amend the Contract Administrator and to add **Section 14, "Administrator"**; and

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

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

1) Section 2 shall be amended in its entirety to read as follows:

2. Payment. Subscriber shall pay Vendor for Service as indicated on the Order Form, Exhibit A-1, and Exhibit A-2. Subscriber will pay annually for Services via check. Vendor shall have the right to assess a late payment fee of 0.5% per month, or the lawful maximum, whichever is lower, on any past due balance. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count first day of each (annual) anniversary from service effective date.

2) Section 7 shall be amended in its entirety to read as follows:

7. Term and Termination. This Agreement shall be in effect for the initial five year term of December 13, 2016 (service effective date) through December 12, 2021. And extended upon final execution of Amendment II by both parties hereto for the 5 (five) year period of December 13, 2021 through December 12, 2026. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each Party shall return to the other Party or destroy, with the consent of the disclosing Party, all Confidential Information of the disclosing Party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the agreement. All payments made are nonrefundable.

3) Section 13 shall be added to read as follows:

13. Maximum Obligation: The maximum obligation for the stated services during the term of this Agreement shall not exceed \$752,071.

4) Section 14 shall be added to read as follows:

14. Administrator: The County of El Dorado Officer or employee with responsibility for administering this Agreement is Olivia Byron-Cooper, Director Public Health, or successor.

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, MPH
Director Public Health
Health and Human Services Agency

Dated: _____

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

Requesting Department Head Concurrence:

By: _____
Don Semon, Director
Health and Human Services Agency

Dated: _____

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

PATAGONIA HEALTH, INC.
(A NORTH CAROLINA CORPORATION)

By: _____
Ashok Mathur
CEO
"Vendor"

Dated: _____



<http://www.patagoniahealth.com>

EXHIBIT A-2

Renewal Sales Agreement 2021

El Dorado County Health and Human Resources Agency - CA

Term: 5 years

Contact: Cathy Larsen, Administrative Analyst II - cathy.larsen@edcgov.us - (530) 621-6313

Patagonia Health Account Manager: Karen Khoury, Karen@PatagoniaHealth.com - 919-200-6011

Purpose:

To renew Patagonia Health EHR Subscription Services for an additional term.

Original Agreement dated December 13, 2016

- 5 year term
- Auto-renews for 1 year periods at a 4% per year increase.

Renewed Subscription includes:

- 55 Users/2 Providers
- Immunization Inventory and Barcode Scanning
- Pharmacy e-Prescribe App
- Communicator App
- Interface to State Immunization Registry
- Two-Factor Authentication Security (now included)

Renewal Term:**5 Year Renewal**

- This renewal extends the current term:
 - i. Start date: 12/13/2021
 - ii. End date: 12/31/2026

Renewal Form Summary:

Current monthly subscription rate <i>(at renewal date 12/13/2021)</i>	\$4,641.52
5% Renewal Loyalty Discount	\$(232.08)
New upcoming monthly subscription rate*	\$4,409.44

Total Cost of Ownership over the 5 year renewal, including the standard contract anniversary increases, *excluding any additional applications or services added:

Year 1	Year 2	Year 3	Year 4	Year 5
\$52,913.28	\$55,029.81	\$57,231.00	\$59,520.24	\$61,901.05

Terms:

- All other areas of the current Sales Agreement, Business Associate Agreement, and Order Form remain unchanged, including Payment Schedule, Terms and Conditions, including an annual increase by 4% or CPI, whichever is greater.
- New Subscription to begin effective 12/13/21.
- Invoiced Annually.

Patagonia Health appreciates your business and looks forward to our mutual ongoing partnership.