

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

This Amendment I to that Agreement for Services #407 (209-S1711), is 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, incorporated herein and made by reference a part hereof; and

WHEREAS, Vendor has represented to Client that it is specially trained, experienced, expert, and competent to perform the special services described in Section 1, "Service Provisions;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and Client relies upon those representations; and

WHEREAS, the parties hereto have mutually agreed to expand the Service Provisions of said Agreement, hereby amending Section 1.3, "Service" and Section 2, "Payment," to add Exhibit A-1 titled "Add-On Sales Agreement for Services – Revised;" and

WHEREAS, the parties hereto have mutually agreed to add **Section 10, "Vendor to Client," Section 11, "Independent Contractor/Liability,"** and **Section 12, "Counterparts;"** and

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

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

1) Section 1.3 shall be amended in its entirety to read as follows:

1.3 Service. During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Exhibit A-1 titled "Add-On Sales Agreement for Services – Revised," incorporated herein and made by reference a part hereof, and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

- (a) Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
- (b) Vendor shall provide add-on services as set forth in Exhibit A-1.
- (c) Additional Service Enhancements: For each additional service enhancement, Vendor shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Vendor for each individual service enhancement identifying a description of the service enhancement, set-up, training, support, and any required deliverables, including materials, supplies, reports, certifications, or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Vendor shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to issuance of a written Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Vendor amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

- (d) Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Users protect, the confidentiality of User passwords.
- (e) Users shall use the Software to transmit & update Records in the Vendor Repository via the internet connection through the Network.
- (f) Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

2) 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 and Exhibit A-1. Subscriber will pay monthly 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.

3) Sections 10, 11, and 12 shall be added to read as follows:

10. Vendor to Client: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between Client and Vendor, and Vendor may perform similar work or services for others. However, Vendor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Vendor's responsibilities or hinder Vendor's performance of services hereunder, unless Client's Contract Administrator, in writing, authorizes that agreement or sharing of information.

11. Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Vendor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Vendor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Vendor. Those persons will be entirely and exclusively under the direction, supervision, and control of Vendor.

Vendor, including any subcontractor or employees of Vendor, shall not receive, nor be eligible for, any benefits Client provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Vendor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. Client is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Vendor. Vendor shall not be subject to the work schedules or vacation periods that apply to Client employees.

Vendor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Vendor provides for its employees.

Vendor acknowledges that it has no authority to bind the Client or incur any obligations on behalf of the Client with regard to any matter, and shall not make any agreements or representations on the Client's behalf.

12. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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: _____
Michael Ungeheuer, RN MN PHN
Deputy Director
Health and Human Services Agency
Public Health Division

Dated: _____

Requesting Department Head Concurrence:

By: _____
Don Semon
Director
Health and Human Services Agency

Dated: _____

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

-- 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: _____

(AMW)



<http://www.patagoniahealth.com>

Add-On Sales Agreement for Services - Revised

El Dorado County Health Department - CA

Executed Date:

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

Additional Services:

Description	Proposed	Fees
<p><i>Patagonia Health on-site analysis to include:</i></p> <ul style="list-style-type: none"> ● <i>Workflow process inefficiencies</i> ● <i>Outline of training agenda</i> ● <i>Analysis of system interfaces</i> ● <i>Review of custom applications</i> ● <i>Review of Patagonia Health additional solutions</i> ● <i>Discussion of customer needs in regard to use of the Patagonia Health EHR Solution.</i> 	<p>1 Patagonia Health Business Analyst 1 Patagonia Health Clinical expert 1 Patagonia Health Billing expert 1 Patagonia Health Executive</p> <p>Total of 4 people, 2 days on-site</p>	<p>\$3,000/ day \$3,000/ day \$3,000/ day No Charge</p> <p>\$18,000 total</p>

Terms:

All other areas of the current Sales Agreement remain unchanged, including Payment Schedule, Terms, and Conditions.

- Fees will be billed upon execution of this Add-On Sales Agreement.
- Travel expenses are included in this cost.
- El Dorado County will receive up to an \$8,000 credit for any additional purchases made before 12/31/2021
- Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed **\$465,475** for all of the stated services during the term of this Agreement.