

**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-17011367
FOR
ELECTRONIC HEALTH RECORD SYSTEM MAINTENANCE AND SUPPORT**

This Amendment ("Amendment No. 3") to Contract No. MA-042-17011367 for Electronic Health Record System Maintenance and Support is made and entered into on March 15, 2021 ("Effective Date") between NaphCare, Inc. ("Contractor"), with a DUNS Number 004677399 and with a place of business at 2090 Columbiana Rd, Ste. 4000, Birmingham, AL, 35216-2158, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-17011367 for Electronic Health Record System Maintenance and Support, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$1,845,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to increase the Contract's Year 3 amount not to exceed by \$17,500, to replace Attachment A with Attachment A-1 and Attachment C with Attachment C-1, to amend the terms and conditions in the Contract, and to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$797,500, for a revised cumulative total amount not to exceed \$2,660,000; and

WHEREAS, the Parties executed Amendment No. 2 to add Federal Emergency Management Agency (FEMA) provisions into the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to increase the Contract's Year 4 amount not to exceed to add Professional Services/Feature Development hours to Year 4 of the Contract, to replace Attachment C-1 with Attachment C-2, and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. Add 100 pre-paid Professional Services/Feature Development hours to Year Four of the Contract (Period of Service July 1, 2020 through June 30, 2021), at the rate of \$125 per hour in an amount not to exceed \$12,500, for a Year Four revised cumulative total not to exceed \$810,000.
2. The Contract is renewed for a period of one-year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$797,500 for this renewal period, for a revised cumulative total not to exceed \$3,470,000; on the amended terms and conditions.
3. Attachment C-1, Pricing, is deleted in its entirety and replaced with Attachment C-2, Pricing, which is incorporated by this reference.

4. Contractor shall continue to reference invoices with MA-042-17011367.

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

Signature Page Follows

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: NaphCare, Inc.

Bradford McLane

Chief Executive Officer

Print Name

DocuSigned by:



9265BF3B36BB4DF...

Signature

Title

3/16/2021

Date

Connie Young

CFO

Print Name

DocuSigned by:



BC419412EA534FB...

Signature

Title

3/16/2021

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

Approved as to Form
Office of the County Counsel
County of Orange, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

Brittany McLean

9713A4061D4343D...

3/16/2021

Signature

Date

ATTACHMENT C-2**PRICING**

	Year 1	Year 2	Year 3	Year 4	Year 5
Period of Service	07/01/2017 6/30/2018	07/01/2018 06/30/2019	07/01/2019 06/30/2020	07/01/2020 06/30/2021	07/01/2021 06/30/2022
Invoice Date	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Software License & Maintenance Support	\$510,000	\$510,000	\$510,000	\$510,000	\$510,000
SureScripts: Initial Integration Services with Medication History Reconciliation Services (One-Time Payment)	\$0	\$0	\$7,500	\$0	\$0
SureScripts: Support and Maintenance Fee (\$13,500/quarterly includes 6,000 results)	\$0	\$0	\$0	\$54,000	\$54,000
SureScripts: Overage Fee(result >6,000= \$2.00/result)	\$0	\$0	\$0	\$6,000	\$6,000
EPCS and Retail ePrescribing (One- Time Payment)	\$0	\$0	\$10,000	\$0	\$0
Annual EPCS and Retail ePrescribing,Per-Provider(70) cost:\$1,750	\$0	\$0	\$0	\$122,500	\$122,500
*Professional Services/Feature Development	\$105,000	\$105,000	\$105,000	\$117,500	\$105,000
Total	\$615,000	\$615,000	\$632,500	\$810,000	\$797, 500

*Professional Services/Feature Development: For any services falling outside of Scope of Work. As of February 22, 2017, the County has an approximate total of 1,800 pre-paid hours remaining from the original contract. Following exhaustion of these pre-paid hours, the County may pre-purchase additional hours at a rate of \$125 per hour or be invoiced for additional hours used in arrears at a rate of \$150 per hour.