

**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-17011420
FOR
ELECTRONIC RECORDS MANAGEMENT SYSTEM**

This Amendment ("Amendment No. 1") to Contract No. MA-042-17011420 for Electronic Records Management System is made and entered into on July 1, 2020 ("Effective Date") between Panoramic Software, Inc. ("Contractor"), with a place of business at 32932 Pacific Coast Highway #14-482, 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-042-17011420 for Electronic Records Management System, effective June 1, 2017 through June 30, 2020, in an amount not to exceed \$2,154,000 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend specific terms and conditions in the Contract and to renew the Contract 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. The Contract is renewed for a period of one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$132,000 for this renewal period, for a new total amount not to exceed \$2,286,000; on the amended terms and conditions.
2. Paragraph JJ is added to the Contract as follows:

"Contractor Screening: Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
- b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
- c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database)."

3. Paragraph "S. Change of Ownership" of the Contract is deleted in its entirety and replaced with the following:

S. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

4. Contractor shall continue to reference invoices with Contract No. MA-042-17011420.

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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: Panoramic Software, Inc.

Art von waldburg

Chairman of the Board

Print Name
DocuSigned by:
Art von Waldburg

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Title
4/2/2020

Date

Jeff von waldburg

CEO/Secretary

Print Name
DocuSigned by:
Jeff von Waldburg

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Title
4/2/2020

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Signature

Deputy Purchasing Agent
Title

Date

Approved as to Form

Office of the County Counsel

County of Orange, California

County Counsel Deputy

Brittany E. Mclean

DocuSigned by:
Brittany E. Mclean

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County of Orange, Health Care Agency
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