

**AMENDMENT NO. 1  
TO  
CONTRACT NO. MA-042-22011096  
FOR  
ELECTRONIC HEALTH RECORDS SYSTEM MAINTENANCE AND SUPPORT SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-22011096 for Electronic Health Records System Maintenance and Support Services is made and entered into upon execution of all required signatures (“Effective Date”) between NaphCare, Inc. (“Contractor”), 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 405 W 5<sup>th</sup> Street, 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-042-22011096 for Electronic Health Records System Maintenance and Support Services, effective July 1, 2022 through and including June 30, 2027, in an amount not to exceed \$4,497,500 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Contract’s amount not to exceed by \$894,000, 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’s amount not to exceed is increased by \$894,000, for a new total amount not to exceed \$5,391,500.
2. Attachment B, (Compensation and Invoicing), is deleted in its entirety and replaced with Attachment B-1, (Compensation and Invoicing), which is incorporated by this reference.
3. Contractor shall continue to reference invoices with MA-042-22011096 and continue to forward invoices to: Orange County, Health Care Agency, Accounts Payables, and P.O. Box 689, Santa Ana CA 92702 or email to hcaap@ochca.com.

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, the President, or any Vice President; 2) the second signature must be either the Secretary, any 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  
Print Name  
Signed by:  
*Bradford McLane*  
Signature  
5BCC1B1585654EF...

CEO  
Title  
11/19/2025  
Date

Connie Young  
Print Name  
Signed by:  
*Connie Young*  
Signature  
BC419412EA534FB...

CFO  
Title  
11/19/2025  
Date

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**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

Signed by:  
*Brittany McLean*  
Signature  
D63D13AC012A4CC...

11/19/2025  
Date

**ATTACHMENT B-1**

**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$5,391,500 for the Term of Contract.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

Contract Year	Year1	Year 2	Year 3	Year 4	Year 5
<b>Period of Service</b>	07/01/2022 6/30/2023	07/01/2023 06/30/2024	07/01/2024 06/30/2025	07/01/2025 06/30/2026	07/01/2026 06/30/2027
<u>Product/Service</u>					
TechCare EHR Software License, Maintenance and Support Fee	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000
SureScripts Medication History for Reconciliation Fee (\$13,500/quarterly, includes 6,000 results)	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000
eRX and EPCS Fee (70 providers @ \$1,750 per-Provider)	\$122,500	\$122,500	\$122,500	\$122,500	\$122,500
<u>*Professional and Product Services</u>	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000
<b>Total</b>	<b>\$881,500</b>	<b>\$881,500</b>	<b>\$881,500</b>	<b>\$881,500</b>	<b>\$881,500</b>

\*Professional and Product Services: These services may be pre-purchased each year by County or used and invoiced during any of the contracted years. All services purchased in any year of the contracted period will be available for use by County for any purpose that includes products or services anytime in the future. Professional services are to be used at the rate of \$150 an hour when purchased in blocks of 100 hours. Fewer than 100 hours may be purchased at the rate of \$180 an hour.

Qty	Product /Service	One-Time Costs (Effective After Execution Date of Amendment No. 1)	Annual Costs (Effective 07/01/2026-06/30/2027)
1	TechCare EHR Upgrade to v5.0	\$625,000	
1	Hosting Services (First Year Fee + Annually Thereafter)	\$55,000	\$110,000

1	Direct Secure Messaging (First Year Fee + Annually Thereafter)	\$25,000	\$25,000
1	TechCare Billing Module Implementation	\$54,000	
	Total	\$759,000	\$135,000

3. **Price Increase/Decreases:** No price increases are permitted during the term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor’s profit are not allowed.
  
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices in this Contract are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
  
5. **Contractor’s Expense:** Contractor is responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
  
6. **Payment Terms:** Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.  
  
 Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.  
  
 Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
  
7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
  
8. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a unique number and must include the following information:
  - a. Contractor’s name and address
  - b. Contractor’s remittance address
  - c. Contractor’s Taxpayer ID Number

- d. Name of County Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Department's Account Number, if applicable
- h. Date of Invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Unless otherwise directed in this Contract, invoice and support documentation are to be emailed to [hcaap@ochca.com](mailto:hcaap@ochca.com) OR forwarded to:

Orange County Health Care Agency  
Accounts Payable  
PO Box 689  
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the department representative listed in the Contract.