

FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF
TELEPSYCHIATRY SERVICES
FOR
CORRECTIONAL HEALTH SERVICES PROGRAMS
BETWEEN
COUNTY OF ORANGE
AND
ALIGNED TELEHEALTH, INC.
JULY 1, 2018 THROUGH JUNE 30, 2020

THIS FIRST AMENDMENT TO AGREEMENT entered into this 14th day of November, 2019, by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ALIGNED TELEHEALTH, LLC, a California for-profit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H :

WHEREAS, on July 1, 2018 the COUNTY authorized an Agreement with ALIGNED TELEHEALTH, INC. (ASSIGNOR) for the provision of Telepsychiatry Services for Correctional Health Services Programs (SERVICES) for the period of July 1, 2018 through June 30, 2020; and

WHEREAS, ASSIGNOR merged with CONTRACTOR and ASSIGNOR wishes to transfer and assign its rights and obligations under the Agreement to CONTRACTOR;

WHEREAS, CONTRACTOR wishes to acquire the AGREEMENT and to continue to provide the SERVICES to COUNTY in accordance with the terms and conditions of the Agreement;

WHEREAS, COUNTY is willing to release ASSIGNOR from the obligations under the Agreement and to consent to CONTRACTOR assuming such obligations under the Agreement; and

WHEREAS, the Parties desire to substitute CONTRACTOR in place of ASSIGNOR with respect to the Agreement by incorporating the Assignment, Novation and Consent Agreement into the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

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1 1. Contractor is changed from ALIGNED TELEHEALTH, INC. to ALIGNED TELEHEALTH,
2 LLC per Exhibit E, entitled "Assignment, Novation and Consent Agreement".

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4 2. The Referenced Contract Provisions are amended to read as follows:

5 **"REFERENCED CONTRACT PROVISIONS"**

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7 **Term:** July 1, 2018 through June 30, 2020

8 Period One means the period from July 1, 2018 through June 30, 2019

9 Period Two means the period from July 1, 2019 through June 30, 2020

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11	Maximum Obligation:	Period One Maximum Obligation:	\$ 1,414,400
12		Period Two Maximum Obligation:	<u>\$ 1,414,400</u>
13		TOTAL MAXIMUM OBLIGATION:	\$ 2,828,800

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15 **Basis for Reimbursement:** Negotiated Amount

16 **Payment Method:** Monthly in Arrears

17
18 **Notices to COUNTY and CONTRACTOR:**

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20 COUNTY: County of Orange
21 Health Care Agency
22 Medical & Correctional Health Services Operations
23 405 West 5th Street, 7th Floor
24 Santa Ana, CA 92701-4637

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26 **CONTRACTOR DUNS Number:** 79-4288444

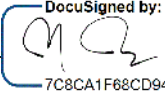
27
28 **CONTRACTOR TAX ID Number:** 84-3424129

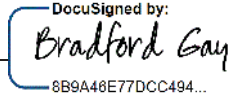
29
30 CONTRACTOR: ALIGNED TELEHEALTH, LLC
31 6200 CANOGA AVENUE, SUITE 350
32 WOODLAND HILLS, CA 91367
33 DR. NITIN NANDA
34 NNANDA@ALIGNEDTH.COM"

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36 In all other respects, the terms of the underlying Agreement, not specifically changed by this First
37 Amendment, shall remain in full force and are incorporated by this reference herein.

1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of
2 California.

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4 ALIGNED TELEHEALTH, LLC

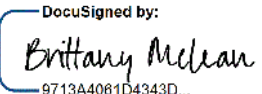
5
6 BY:  _____ DATED: 12/9/2019
7 DocuSigned by:
8 7C8CA1F68CD9487...
9 TITLE: CEO _____

10
11 BY:  _____ DATED: 12/9/2019
12 DocuSigned by:
13 8B9A48E77DCC494...
14 TITLE: SVP & General Counsel _____

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16
17 COUNTY OF ORANGE

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19
20 BY: _____ DATED: _____
21 HEALTH CARE AGENCY

22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27 BY:  _____ DATED: 12/10/2019
28 DocuSigned by:
29 9713A4081D4343D...

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35 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any
36 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If
37 the Agreement is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required.