



AMENDMENT NO. ~~56~~
TO
CONTRACT NO. MA-042-18011826
FOR ~~THE~~
PROVISION OF DIRECT DIGITAL RADIOLOGY SERVICES
FOR CORRECTIONAL HEALTH SERVICES PROGRAMS

This Amendment ("Amendment No. ~~56~~") to Contract No. MA-042-18011826 for ~~the Provision of~~ Direct Digital Radiology Services for Correctional Health Services Programs is made and entered into on July 1, ~~2021~~2022 ("Effective Date") between SDXRAY, Inc. ("Contractor"), with a place of business at 3220 S. Brea Canyon Rd., Suite I, Diamond Bar, CA 91765, 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. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, ~~the Parties~~ County and SD Xray, LLC ("SD Xray") executed Contract No. MA-042-18011826 for the Provision of Direct Digital Radiology Services for Correctional Health Services Programs, effective May 1, 2018 through June 30, 2020, in an amount not to exceed \$1,831,875 ("Contract"); and ~~WHEREAS, the Parties executed Amendment No. 1, on September 28, 2018, to increase Period One's Maximum Obligation in an amount of \$77,500 from \$957,375 to \$1,034,875 for additional digital radiology services for the period of May 1, 2018 through June 30, 2019; and~~

WHEREAS, ~~the Parties~~ County and SD Xray executed Amendment No. ~~2, on May 10, 2019, 1~~ to increase the Period One's funding amount One Maximum Obligation by \$77,500 from \$957,375 to \$1,034,875 for additional digital radiology services, for a revised cumulative total amount not to exceed \$1,909,375; and

WHEREAS, County and SD Xray executed Amendment No. 2 to increase the Period One Maximum Obligation by \$18,237 from \$1,034,875 to \$1,053,112 for additional digital radiology services, for the period of May 1, 2018 through June 30, 2019, and a revised Total Maximum Obligation of cumulative total amount not to exceed \$1,927,612; and

WHEREAS, ~~the Parties~~ County and SD Xray executed Amendment, ~~also No. 3, erroneously~~ titled Amendment No. 1, to replace Exhibit A with Exhibit A-1 of the Contract and to renew the Contract for one year, effective July 1, 2020, through June 30, 2021, in an amount not to exceed \$1,214,411 ~~for the renewal term~~, for a revised cumulative total amount not to exceed ~~\$3,046,286~~142,023; and

~~WHEREAS, in April 2021, Contractor informed County that SD Xray, LLC intends to merge with SDXRAY, Inc., with the surviving entity being SDXRAY, Inc., on July 1, 2021; and~~

WHEREAS, the Parties ~~entered into an~~ executed Amendment, ~~also No. 4, erroneously~~ titled Amendment No. 2, to incorporate the Parties' Assignment, Novation and Consent Agreement into the Contract that ~~assigns~~assigned the Contract from SD Xray, LLC to SDXRAY, Inc., effective July 1, 2021; to replace Exhibit A-1 with Exhibit A-2 of the Contract; and to renew

the Contract for one year, effective July 1, 2021, through June 30, 2022, in an amount not to exceed \$1,214,411, for a revised cumulative total amount not to exceed \$4,356,434; and

WHEREAS, County learned of the typographical error in the erroneously titled Amendment No. 2 and the Parties executed Amendment No. 5 to correct the typographical error; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

~~WHEREAS, the County realized, on August 31, 2021 a typographical error in that Amendment No. 2 to renew the Contract should have been written as Amendment No. 4; and~~

~~WHEREAS, the Parties now desire to enter into this Amendment No. 5 to correct this typographical error.~~

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

1. ~~The title of the amendment issued on July 1, 2021 to renew the contract~~ Contract is renewed for a term of one (1) year-is changed from "Amendment No. 2" to "Amendment No. 4", with no change to the- effective July 1, 2022 through June 30, 2023, in an amount not to exceed amount \$1,214,411 for this renewal term, for a revised cumulative total amount not to exceed \$5,570,845; on the amended terms and conditions.

2. Referenced Contract Provisions, Term provision and Not To Exceed Amount provision, of the Contract. Any and all are deleted in their entirety and replaced with the following:

"Term: May 1, 2018 through June 30, 2023

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

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

Period Three means the period from July 1, 2020 through June 30, 2021

Period Four means the period from July 1, 2021 through June 30, 2022

Period Five means the period from July 1, 2022 through June 30, 2023

Not To Exceed Amount:

Period One Not To Exceed Amount: \$1,053,112

Period Two Not To Exceed Amount: \$874,500

Period Three Not To Exceed Amount: \$1,214,411

Period Four Not To Exceed Amount: \$1,214,411

Period Five Not To Exceed Amount: \$1,214,411

TOTAL NOT TO EXCEED AMOUNT: \$5,570,845"

3. All references to "Amendment No. Maximum Obligation" in the Contract shall be replaced with "Not To Exceed Amount".

4. Exhibit A-2, Paragraph III. Payments, subparagraphs A. and B. of the Contract are deleted in their entirety and replaced with the following:

"A. The following budget for services provided in accordance with Paragraph III of this

Exhibit A-2” in to the Agreement is set forth for informational purposes only and may be adjusted by mutual written agreement of CONTRACTOR and ADMINISTRATOR; provided, however, that ~~amendment are changed~~ the total of all such adjustments shall not exceed the Not To Exceed Amount for each Period or COUNTY’S Total Not To Exceed Amount as specified in the Referenced Contract Provisions of the Agreement, as adjusted in accordance with Paragraph XV. Total Not To Exceed Amount of this Agreement:

<u>CATEGORY</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>PERIOD FIVE</u>
<u>Administration</u>	<u>\$ 86,125</u>	<u>\$ 79,500</u>	<u>\$ 48,750</u>	<u>\$ 48,750</u>	<u>\$ 48,750</u>
<u>Program</u>	<u>785,126</u>	<u>715,500</u>	<u>955,260</u>	<u>955,260</u>	<u>955,260</u>
<u>Profit</u>	<u>86,125</u>	<u>79,500</u>	<u>110,401</u>	<u>110,401</u>	<u>110,401</u>
<u>TOTAL</u>	<u>\$ 957,376</u>	<u>\$874,500</u>	<u>\$1,214,411</u>	<u>\$1,214,411</u>	<u>\$1,214,411</u>

4. B. As compensation to CONTRACTOR for providing services in accordance with Paragraph III of this Exhibit A-2 to “~~Amendment No. 4~~” the Agreement, COUNTY shall pay CONTRACTOR monthly, at the following amounts for each Period; provided, however, that the total of all such monthly payments shall not exceed the Not To Exceed Amount for each Period or COUNTY’S Total Not To Exceed Amount as specified in the Referenced Contract Provisions of the Agreement, as adjusted in accordance with the Not To Exceed Amount of this Agreement:

<u>CATEGORY</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>PERIOD FIVE</u>
<u>Administration</u>	<u>\$ 6,152</u>	<u>\$ 6,625</u>	<u>\$ 12,396</u>	<u>\$ 12,396</u>	<u>\$ 12,396</u>
<u>Program</u>	<u>56,080</u>	<u>59,625</u>	<u>79,605</u>	<u>79,605</u>	<u>79,605</u>
<u>Profit</u>	<u>6,152</u>	<u>6,625</u>	<u>9,200</u>	<u>9,200</u>	<u>9,200</u>
<u>TOTAL</u>	<u>\$68,384</u>	<u>\$72,875</u>	<u>\$101,201</u>	<u>\$101,201</u>	<u>\$101,201</u>

1. On an as-needed basis, ultrasound services provided by CONTRACTOR shall be billed as fee-for-service not to exceed eighty (80) percent of Area 26 RBRVS Medicare rates. Ultrasound service fees are not included in the negotiated amount of the Total Not To Exceed Amount.”

This Amendment No. 56 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. 56 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 56 shall prevail. In all other respects, the terms and conditions of the Contract ~~and its, including all previous~~ amendments, not specifically changed by this Amendment No. 56, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~56~~. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be ~~that of~~ either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of ~~either~~ 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: ~~SDXRAY, Inc~~INC.

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Print Name

Deputy County Counsel

Title

Signature

Date