

**Amendment No. 2
To
Agreement By and Between
County of Monterey and Oregon Community Health Information Network, Inc. (OCHIN)**

This Amendment No. 2 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “Member” or “County”, and Oregon Community Health Information Network, Inc., hereinafter referred to as “CONTRACTOR” or “OCHIN”.

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into an Agreement for the utilization of a combined Electronic Medical Record (EMR) and Practice Management (PM) System for the term of September 1, 2018 to August 31, 2023 and a contract amount not to exceed \$6,700,000 (“Agreement”); and

WHEREAS, on July 1, 2020, the COUNTY and CONTRACTOR entered into Amendment No. 1 to revise Exhibit A, Section A-6, and to add new Sections A-12 and A-13; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement by an additional \$670,000 for a new total amount payable of \$7,370,000.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. Section 2.0. Section 2, PAYMENT CONDITIONS, is hereby amended and restated to read in its entirety as follows:

“2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$7,370,000.”

2. EXHIBIT A-13, Charges and Payment Terms is hereby amended and replaced in its entirety with Amendment No. 2 to EXHIBIT A-13. All references in the Agreement to EXHIBIT A-13 shall be construed to refer to Amendment No. 2 to EXHIBIT A-13.

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. The effective date of this Amendment No. 2 is March 1, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY (MEMBER)

OCHIN

By: _____
Contracts/Purchasing Officer

By: DocuSigned by:
Sean Whiteley-Ross
66756E66A0E645D...

Date: _____

Name: Sean Whiteley-Ross

By: DocuSigned by:
Elsa Jimenez
E7A30BA59CA8429...
Elsa Jimenez, Director of Health
Department of Health

Title: CFO

Date: 3/29/2022

Date: 4/14/2022 | 8:30 AM PDT

Approved as to Legal Form:

By: DocuSigned by:
James Maldonado
CFB943021D404F7...

By: DocuSigned by:
Stacy Saetta
01E5499FD44A9...
Stacy L. Saetta, Chief Deputy County Counsel

Name: James Maldonado

Date: 4/8/2022 | 11:46 AM PDT

Title: Corporate Counsel and CAO

Approved as to Fiscal Provisions:

Date: 3/29/2022

By: DocuSigned by:
Joey Molasco
F60C442ED05B437...
Auditor-Controller
Date: 4/13/2022 | 11:45 AM PDT

**Amendment No. 2 to EXHIBIT A-13
Charges and Payment Terms**

County shall pay an amount not to exceed \$7,370,000 for the performance of all things necessary for or incidental to the performance of work as set forth in this Agreement. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

A. SCOPE OF SERVICES/CHARGES:

1. The following tables reflects the total anticipated costs under this Agreement.

Table 1: OCHIN EPIC Anticipated Charges:

	Qty	Monthly Amount	9/1/2018 - 8/31/2019	9/1/2019 - 8/31/2020	9/1/2020 - 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023
Electronic Health Records (EHR) Subscription			\$1,154,913	\$1,154,913	\$1,154,913	\$1,154,913	\$1,154,913
PM Visit Counts	20,078	\$49,392	\$592,703	\$592,703	\$592,703	\$592,703	\$592,703
EMR Visits	20,078	\$35,137	\$421,638	\$421,638	\$421,638	\$421,638	\$421,638
Care Everywhere	-	\$0	\$0	\$0	\$0	\$0	\$0
CareMessage	1	\$5,417	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
My Chart	800	\$2,080	\$24,960	\$24,960	\$24,960	\$24,960	\$24,960
OCHIN Link	1	\$1,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Identity	3	\$75	\$900	\$900	\$900	\$900	\$900
Clearinghouse	1	\$2,771	\$33,255	\$33,255	\$33,255	\$33,255	\$33,255
Clearinghouse Administration Fees	1	\$139	\$1,663	\$1,663	\$1,663	\$1,663	\$1,663
Duo Security	56	\$233	\$2,796	\$2,796	\$2,796	\$2,796	\$2,796
EHR Module Licensing Subscription			\$11,666	\$11,666	\$11,666	\$11,666	\$11,666
Clarity Designer	7	\$154	\$1,848	\$1,848	\$1,848	\$1,848	\$1,848
Clarity Scheduler	8	\$104	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248
Concurrent Viewing License	1	\$7	\$83	\$83	\$83	\$83	\$83
High-Capacity Scanner	13	\$270	\$3,237	\$3,237	\$3,237	\$3,237	\$3,237
Indexing Only Scanner	30	\$188	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
Document Management	1	\$250	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Maintenance			\$106,310	\$106,310	\$106,310	\$106,310	\$106,310
Data Extracts Maintenance	1	\$180	\$2,160	\$2,160	\$2,160	\$2,160	\$2,160
Front Desk Scanner Maintenance	38	\$950	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400
Interface Maintenance	9	\$6,390	\$76,680	\$76,680	\$76,680	\$76,680	\$76,680
Monthly Connectivity	1	\$115	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380

Zoom Maintenance	415	\$4	\$50	\$50	\$50	\$50	\$50
Monthly Reporting Service	1	\$500	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Replication Services	1	\$720	\$8,640	\$8,640	\$8,640	\$8,640	\$8,640
Sub-Total Anticipated Costs:			\$1,272,889	\$1,272,889	\$1,272,889	\$1,272,889	\$1,272,889

Reserved Services:	Description	9/1/2018 - 8/31/2023
	Professional and/or Technical Consulting Services or Additional Licensing & Optional Services needed during the course of Agreement to be provided on an as-needed and as-approved basis by County.	NTE: \$1,005,554

- Yearly subtotals in Table 1 are based upon the estimated EHR subscription, EHR Module Licensing Subscription and Maintenance.
- Reserved Services in Table 1 is based upon professional and/or technical consulting services or additional licensing & optional services needed by County during the term of this Agreement and shall be provided on an as-needed and as-approved basis.

B. CONTRACTORS BILLING PROCEDURES

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

CONTRACTOR shall submit monthly invoices, and other supporting documentation as applicable, with signatures to the following:

Clinic Services Invoices mail to:
Monterey County Health Department
Clinic Services Bureau
1441 Schilling place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery to:
CS_Finance@co.monterey.ca.us

County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.