

**Amendment No. 3  
To  
Agreement By and Between  
County of Monterey and Oregon Community Health Information Network, Inc. (OCHIN)**

This Amendment No. 3 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, on March 1, 2022, the COUNTY and CONTRACTOR entered into Amendment No. 2 to increase the amount of the Agreement by an additional \$670,000 for a new total amount payable of \$7,370,000; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement an additional three (3) years to August 31, 2026, for a new full term of September 1, 2018 to August 31, 2026, and increase the total amount payable by \$2,610,000 for a new total amount payable of \$9,980,000.

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

1. Section 2.0. Section 2, PAYMENT PROVISIONS, 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 \$9,980,000.”

2. Section 3.01. Section 3.01, TERM OF AGREEMENT is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from September 1, 2018 to August 31, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement.**”

3. EXHIBIT A-13, Charges and Payment Terms is hereby amended and replaced in its entirety with Amendment No. 3 to EXHIBIT A-13. All references in the Agreement to EXHIBIT A-13 shall be construed to refer to Amendment No. 3 to EXHIBIT A-13.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 3 shall be attached to the Agreement.
6. The effective date of this Amendment No. 3 is September 1, 2023.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 as of the date set forth below their respective signatures.

**COUNTY OF MONTEREY (MEMBER)**

By: \_\_\_\_\_

Elsa Jimenez, Director of Health  
Department of Health

Date: \_\_\_\_\_

Approved as to Legal Form:

DocuSigned by:  
By: Stacy Saetta  
C0ECE1B99F444A9...

Stacy L. Saetta, Chief Deputy County Counsel

Date: 8/3/2023 | 8:47 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
By: Patricia Ruiz  
E79EF04E57454F0...

Auditor-Controller

Date: 8/3/2023 | 1:03 PM PDT

**OCHIN**

DocuSigned by:  
By: Abby Sears  
707B64B4A65144A...

Name: Abby Sears

Title: CEO

Date: 8/2/2023 | 3:27 PM PDT

DocuSigned by:  
By: James Maldonado  
CFB943021D404F7...

Name: James Maldonado

Title: Corporate Counsel

Date: 8/2/2023 | 3:28 PM PDT

**Amendment No. 3 to EXHIBIT A-13  
Charges and Payment Terms**

County shall pay an amount not to exceed \$9,980,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Service.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**A. PAYMENT TERMS:**

The following tables reflects the costs under this Agreement:

<b>Description:</b>	<b>Amount:</b>
Electronic Health Records (EHR) and Practice Management (PM) Subscription	<b>NTE: \$8,980,000</b>
EHR Module Licensing Subscription	
Maintenance	
Products or Services	
<b>Additional Services:</b>	
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.	<b>NTE: \$1,000,000</b>
<b>Total Contract Amount Not To Exceed:</b>	<b>\$9,980,000</b>

**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:

Physical Mail delivery:

Monterey County Health  
Department FQHC Clinics  
Attn: ACCOUNTING  
1441 Schilling Place  
South Building, First Floor Salinas, CA  
93901

Email delivery:

[CS\\_Finance@co.monterey.ca.us](mailto:CS_Finance@co.monterey.ca.us)

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