AMENDMENT #1 TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PATAGONIA HEALTH, INC.

This Amendment #1 to Agreement #2024-56, dated March 5, 2024, by and between the County of Tehama, through its Health Services Agency (County) and Patagonia Health, Inc. (Contractor) for the purpose of developing an Electronic Health Record (EHR), Vaccine Management System (VMS), case management billing, and other systems for the Public Health division, shall be amended as follows:

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B and Exhibit C (additional licenses), after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$259,773.89. The Maximum Compensation payable for March 5, 2024, through March 4, 2025, shall not exceed \$80,009.16; Maximum Compensation payable for March 5, 2025, through March 4, 2026, shall not exceed \$37,663.68; Maximum Compensation payable for March 5, 2026, through March 4, 2027, shall not exceed \$46,084.23; Maximum Compensation payable for March 5, 2027, through March 4, 2028, shall not exceed \$47,349.32; and Maximum Compensation payable for March 5, 2028, through March 4, 2029, shall not exceed \$48,667.50. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

Exhibit C will be attached and incorporated herein as outlined on page 3 of this amendment.

It is mutually agreed that all other terms and conditions of Agreement #2024-56 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

	COUNTY OF TEHAMA
Date:	
	Jayme S. Bottke, Executive Director
	PATAGONIA HEALTH, INC.
Date:	
	Amos Slaymaker, Vice President of Sales & Marketing

Standard Form of Amendment – Services adopted 4-27-10

Exhibit C



Chandler Boneham, Client Sales Executive 919-415-0980 - Chandler@PatagoniaHealth.com

Customer: Tehama County Health Services Agency - CA

Add-On Sales Agreement 2025 - User Licenses

Proposal Date: 8/19/2025 - This quote is valid for 60 days. Term: Co-term with current Sales Agreement dated 3/5/2024

Contact: Marilyn Kunz, Business Operations Supervisor Public Health, Marilyn.kunz@tchsa.net

Additional User Licenses at Discounted Rate:

Description	Cost Per User Monthly	Total Monthly Cost
Add 15 User License for EHR This addition brings the total number of user licenses to 35	\$80.00	\$1,200.00

Terms:

All other areas of the current Sales Agreement remain unchanged, including Payment Schedule, Terms, and Conditions.

- Subscription Fees:
 - o Invoicing for these additional 15 user licenses will begin on 10/1/2025.
 - Additional users can be purchased at any time
 - For annual subscription customers, either a prorated invoice for the time left until your anniversary will be sent or drafted from your bank if on auto-pay.

Tehama County Health Services Agency - CA Patagonia Health, Inc.

Signature:	Signature:
Date:	Date:
Name:	Name: Amos Slaymaker Title: VP of Sales and Marketing Phone: (919) 439-0964 Email: amos@patagoniahealth.com
INVOICING: Please send invoices to:	
Contact Name:	
Email Address:	