

**SIXTH AMENDMENT TO AGREEMENT**

between

**COUNTY OF SANTA BARBARA**

and

**OCHIN, INC.**

for

**PRACTICE MANAGEMENT SYSTEM AND ELECTRONIC MEDICAL RECORD SYSTEM**

**SIXTH AMENDMENT**

**Effective: April 1, 2022**

**THIS SIXTH AMENDMENT** to the Master System Agreement for Practice Management System and Electronic Medical Record System entered into by the parties on July 17, 2017 (Agreement), by and between the County of Santa Barbara (MEMBER) and Oregon Community Health Information Network (OCHIN), is effective as of April 1, 2022.

**RECITALS**

**WHEREAS**, the Agreement is effective through March 31, 2022; and

**WHEREAS**, Agreement section 2.2 states, "Upon mutual agreement of the Parties the term may be automatically extended up to three (3) times with each extended term being two (2) years. The Parties agree to review and, if needed, update this Agreement at any automatic term extension; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term through March 31, 2024 and have reviewed the Agreement for updates; and

**WHEREAS**, this Sixth Amendment incorporates the terms and conditions set forth in the Agreement and all prior amendments.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Sixth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** Section 2.2.1 is added to Page 1 of the Agreement in its entirety as:

**Extension Two.** The parties agree that the Agreement is extended as of April 1, 2022 and will end upon completion, but no later than March 31, 2024, unless otherwise directed by Member or unless earlier terminated. This is the exercise of the second option to extend. One option to extend remains as further described in Section 2.2 above.

**Extension One.** The parties agree that the Agreement is extended as of April 1, 2020 and will end upon completion, but no later than March 31, 2022, unless otherwise directed by Member or unless earlier terminated. This is the exercise of the first option to extend. Two options to extend remain as further described in Section 2.2 above.

3. **Counterparts.** This Sixth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.
4. **Effectiveness of Agreement.** Except as explicitly modified by this Sixth Amendment, all of the terms and provisions of the Agreement and all previous modifications and amendments are and remain in full force and effect.

(Signatures on following pages)

Sixth Amendment to Agreement for Practice Management and Electronic Medical Record System between the **County of Santa Barbara** and **OCHIN, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Sixth Amendment to be effective April 1, 2022.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Joan Hartmann

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD  
Public Health Director

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

Sixth Amendment to Agreement for Practice Management and Electronic Medical Record System between the **County of Santa Barbara** and **OCHIN, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Sixth Amendment to be effective April 1, 2022.

**OCHIN:**

By: \_\_\_\_\_  
Authorized Representative

Name: Abby Sears

Title: Chief Executive Officer