

**AMENDMENT NO. 2 TO THE 2019 AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI,
AND
PATAGONIA HEALTH INC.**

This Amendment No. 2 to the 2019 Agreement is made as of the date of the last signatory noted below ("Amendment Effective Date"), between the **CITY OF COLUMBIA** ("CITY"), and **PATAGONIA HEALTH, INC.**, ("PATAGONIA").

RECITALS

- A. WHEREAS, on July 16, 2019, CITY and PATAGONIA entered into an Agreement ("2019 Agreement") related to the CITY's use of PATAGONIA's electronic medical record/practice management system and related services; and
- B. WHEREAS, in February of 2020, the Parties entered into a First Amendment to the 2019 Agreement; and
- C. WHEREAS, the Parties hereto desire to formally amend the 2019 Agreement, as previously amended, with this Second Amendment (hereinafter "Second Amendment") and desire to be bound by the terms contained in the 2019 Agreement as previously amended and further amended by this Second Amendment to the 2019 Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2019 Agreement, as follows:

1. Addition of FPAR 2.0 Reporting Module. The Parties agree to add FPAR 2.0 Reporting to CITY's Service. The scope of work and performance specifications related to FPAR 2.0 Reporting are set forth in Exhibit A to this Second Amendment.
2. Fees For FPAR 2.0 Reporting.
 - a. Fee for FPAR 2.0 Reporting module. CITY shall pay PATAGONIA five thousand dollars (\$5,000.00) for FPAR 2.0 Reporting module from the Patagonia Health EHR within ten days of the Amendment Effective Date.
 - b. Monthly Subscription Fees. CITY shall pay PATAGONIA one hundred dollars (\$100.00) per month beginning sixty days from the Amendment Effective Date. The monthly subscription fees may increase on the anniversary date of the 2019 Agreement at a rate of four percent (4%) or the US-CPI, whichever is greater.

3. This Amendment includes the following exhibits, which are incorporated herein by reference:
Exhibit A Scope of Services and Performance Specifications for FPAR 2.0 Reporting
4. All other terms of the 2019 Agreement as previously amended shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager
Date: _____

5/4/23

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number Account numbers below and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial fees and one year of monthly subscription fees.

11003311 - 504990 - 40%
11003312 - 504990 - 20%
11003313 - 504990 - 40%

By: _____
Matthew Lue, Finance Director

PATAGONIA HEALTH, INC.

DocuSigned by:
By: Amos Slaymaker
Name: Amos Slaymaker
Title: V.P. Sales and Marketing
Date: 12/01/2022

ATTEST:

By: _____



Scope of Work

Contract Addendum for City of Columbia/Boone County

Public Health and Human Services

FPAR 2.0



Contents

1. Overview	3
2. Development Methodology & Customer Obligations	3
3. Patagonia Health Deliverables	5
4. Additional Customizations	5
Add-On Sales Agreement 2022	6
Custom Project – Sexual Reproductive Health	6

1. Overview

Title X customers that provide Family Planning Services usually have to submit reporting to their state's Department of Health and Human Services. As of 2022, the newest Family Planning Annual Reporting (FPAR) version is 2.0. Most states have started the work to migrate to this new reporting version in 2022. Some states may have a waiver that extends the deadline for submitting FPAR 2.0 data - however, most states require data submission in early 2023.

Patagonia Health offers Family Planning data collection using the chart encounter note feature. Additionally, depending on how the customer's state must receive this data it may be sent directly to the state or an aggregator such as Ahlers or Ancilla. Very little customization is available as the data collection and reporting requirements are set by the state.

Patagonia Health will provide encounters for data collection and also build out reporting to meet the requirements of the customer's state.

- a. If the customer resides in a state that already has Patagonia Health customers reporting FPAR 2.0 data, then the prior-approved encounter note formats will be loaded into the customer's EHR. Additionally, Patagonia Health will import the existing state's FPAR 2.0 reporting templates into the system. Depending on the state, the data will be generated out of the State Reports tab in a machine-readable format. Additionally, the customer will be able to produce FPAR data using the FPAR reporting tab in a human readable format. If the aggregator provides a method for testing, then the machine-readable version will be tested.
- b. If the customer resides in a state where Patagonia Health has not implemented FPAR, we will need to do additional work. The following steps will be taken:
 - i. The customer will provide the FPAR 2.0 specification documentation from the state or aggregator.
 - ii. Based on the documentation, encounter note formats will be drafted. The customer will be given an opportunity to review and provide input and ask questions regarding the encounters.
 - iii. Reporting will be built out that will meet the state's requirements.
 - iv. Testing will take place to assure that data submission is successful.

2. Development Methodology & Customer Obligations

Design Approach: Patagonia Health will design & build the software to be utilized by multiple customers. This produces the most efficient workflows for users. Additionally, this reduces initial cost as well as maintenance costs for each customer. All software development will follow Patagonia Health design methodology and ensure architectural integrity for the rest of the system. As needed, Patagonia Health technical experts will make the final decision on the design. Development methodology includes multiple reviews of the design, at various stages, by customer subject matter experts.

Project Timelines: At the start of the project, a detailed project plan with timelines will be

created, reviewed and agreed to by the customer. Development will be completed within timelines noted in the customer's development project plan.

3. Patagonia Health Deliverables

As part of delivering the data collection and reporting requirements for FPAR 2.0, Patagonia Health will provide:

1. Software: Patagonia Health will build the software to support features discussed above.
2. Implementation & Training: To support this capability.

4. Additional Customizations

Any additional customization beyond the scope of this document can be provided to the customer at additional costs or, if applicable, using the available bank of customization hours. Prior to commencing any additional customizations, Patagonia Health will provide the customer with a written scope and effort estimates for approval. Any additional customization will need to comply with Patagonia Health software architecture integrity and business plans.