

**AMENDMENT #2 TO CONSULTING AGREEMENT
(Raintree)**

THIS AMENDMENT #2 TO CONSULTING AGREEMENT (this "Amendment #2") is entered into by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services Department ("Client") and G-42 Systems, LLC, a Washington limited liability company, with offices at 2708 Walnut Street, Bellingham, WA 98225 ("Company").

RECITALS:

A. Client and Company are parties to that certain agreement dated as of August 6, 2013 (the "Underlying Agreement"), pursuant to which Company provides professional consultation, specialized programming and software development regarding Client's "Raintree" software system conversion project (version 9.3 to version 10.x).

B. Client and Company now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinbelow and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Client and Company, intending legally to be bound, hereby agree as follows:

1. Section 1a of the Underlying Agreement is hereby amended as follows:

(a) Term of Agreement. The term of this Agreement, unless sooner terminated pursuant to provisions set forth in the Underlying Agreement, shall be from the effective date until completion of services on or about December 31, 2014, unless amended or extended. Any termination of this Agreement shall not extinguish or prejudice Client's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Company's performance that has not been cured.

2. Section 2, of the Underlying Agreement, is hereby amended to increase the not to exceed amount to \$85,000. In addition to what is identified in Section 2 of the agreement, scope of work under this amendment will include as requested by Client the following: consultation; build EMR's into Raintree 10.x; write code to meet Client Raintree 10.x functionality needs; and build 9.3 to 10.x conversion tables. Company agrees to dedicate up to the following amount of time to Client's Raintree software conversion project as requested by Client. Additional hours to those listed below under Phase I and Phase II may be authorized by Client:

Phase I: February – June 2014	Software Development: on average 8 hours per week
	Consultation: on average 4 hours per week
	Conversion (March – May 2014): on average 3 hours per week
Phase II: July – December 2014	Software Development: on average 4 hours per week
	Consultation: on average 4 hours per week

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3. The balance of Section 2 remains unchanged.

4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of Client and Company enforceable according to the terms thereof.

5. Authority. Client and Company and each of the persons executing this Amendment #2 on behalf of Client and Company hereby covenants and warrants that: (i) such

party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

6. Binding Effect. All of the covenants contained in this Amendment #2 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

7. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

8. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #2 on the date indicated by their duly authorized officials.

G-42 Systems, LLC



Andreas Macke, Owner
Date: 3/24/14

YAMHILL COUNTY
BOARD OF COMMISSIONERS



MARY P. STERN, Chair
Date: 4/3/14



SILAS HALLORAN-STEINER, Director
Department of Health and Human Services
Date: 4/3/14

APPROVED AS TO FORM
By: 

CHRISTIAN BOENISCH
County Counsel