

**Amendment No. 2
To
Standard Agreement
By and between
County of Monterey and Complete Answer Sys LLC.**

This Amendment No. 2 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Complete Answer Sys, LLC., and Netvoice of Mississippi, hereinafter referred to as “CONTRACTOR”.

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into an Agreement to provide telephone answering services for the period of May 15, 2018 to April 30, 2020 and for an amount not to exceed \$38,000 (“Agreement”); and

WHEREAS, on May 1, 2020, the County and CONTRACTOR entered into Amendment No. 1 to extend the term of Agreement for two (2) additional years and increase the total amount of the Agreement by an additional \$42,000, for a new contract amount of \$80,000; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement by \$42,000 and extend the term of the Agreement for two (2) additional years to April 30, 2024, for a new term of May 15, 2018 through April 30, 2024, and a new maximum COUNTY obligation of \$122,000

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

1. Section 2.0., PAYMENT CONDITIONS, 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 \$122,000.”

2. 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 May 15, 2018 through April 30, 2024, 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.”

1. EXHIBIT A - Scope of Services/Payment Provisions is replaced by Amendment No. 2 to Exhibit A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 2 to EXHIBIT A.
2. Except as provided herein, all remaining terms and conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 2 shall be attached to the Agreement.
4. The effective date of this Amendment No. 2 is May 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

Complete Answer Sys, LLC. and Netvoice of Mississippi

By: _____
Contracts/Purchasing Officer

By:  _____

Date: _____

Name: Jenner Jordan

By: _____
Elsa Jimenez, Director of Health
Department of Health

Title: Owner

Date: 03/04/2022

Date: _____

Approved as to Legal Form:

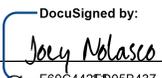
By:  _____
Stacy L. Saetta, Chief Deputy County
Counsel

By:  _____

Date: 3/10/2022 | 11:29 AM PST

Name: Andrea Herring

Approved as to Fiscal Provisions:

By:  _____
Auditor-Controller

Title: Manager

Date: 03/04/2022

Date: 3/10/2022 | 1:10 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.
Approval by County Counsel is required
Approval by Auditor-Controller is required
Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Agreement

**Amendment No. 2 to EXHIBIT A
To Agreement by and between
County of Monterey, on behalf of its Health Department and Complete Answer Sys, LLC.**

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES

1. CONTRACTOR shall provide bilingual services and staff, and otherwise perform all necessary activity and provide all necessary materials for or incidental to the performance of work, as set forth below:
2. CONTRACTOR shall answer all telephone calls for the County's clinics received outside of normal hours of operation and/or when clinic staff is unable to answer.
3. CONTRACTOR shall ensure that patients, including those with limited English proficiency, are informed of and are able to access after-hour coverage, including being provided information and instructions in the language(s), literacy levels, and formats accessible to the health center's patient population.
4. CONTRACTOR shall provide general clinic information, when requested, which includes, but is not limited to, clinic addresses, services provided, and hours of operation.
5. CONTRACTOR shall dispatch calls to appropriate on-call Provider, when necessary. County shall provide on-call schedules to CONTRACTOR.
6. CONTRACTOR shall abide with health information privacy laws set forth in the Health Insurance Portability and Accountability Act (HIPAA), the Confidentiality of Medical Information Act (CIMA), and California Civil Code § 56 *et seq.*, Senate Bill 541.
7. CONTRACTOR shall digitally record all direct inbound and outbound calls and make calls available for County review, if requested.
8. CONTRACTOR acknowledges that its corporate office is located in the State of Tennessee and that all services outlined in this Agreement shall be performed in Tennessee.
9. CONTRACTOR shall provide County with thirty (30) days written notice prior to transferring any employees and/or establishing locations within the State of California.
10. CONTRACTOR shall provide County with usage reports and call logs per Clinic monthly with invoice.
11. County will provide CONTRACTOR with a copy of County approved holidays annually.

12. There shall be no protected health information (PHI) sent through text messaging at any time by CONTRACTOR.

B. COMPENSATION / PAYMENT PROVISIONS

1. County shall pay a total amount not to exceed \$122,000 for the performance of all activity, including materials, necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:
2. CONTRACTOR shall submit monthly invoices with corresponding usage reports and call logs for each of the County's clinics at the rates below. Locations include, but are not limited to:

Clinic Name	Monthly Rate
Laurel Internal Medicine Clinic 1441 Constitution Blvd, Bldg 151 Salinas, CA 93906	\$165
Laurel Pediatrics Clinic 1441 Constitution Blvd, Bldg 200 Salinas, CA 93906	\$218
Laurel Family Practice 1441 Constitution Blvd, Bldg 400 Salinas, CA 93906	\$230
Laurel Vista Clinic 1441 Constitution Blvd, Bldg 400	\$177
Alisal Health Center 559 E. Alisal Street, Suite 201 Salinas, CA 93905	\$218
Monterey County Health Clinic at Marina 3155 De Forest Road Marina, CA 93933	\$265
Seaside Family Health Center 1156 Fremont Blvd. Seaside, CA 93955	\$224
Bienestar Satellite Clinics <ul style="list-style-type: none"> • 1441 Constitution Blvd, Bldg 400, Salinas, CA 93906 • 299 12th Street, Marina, CA 93933 	\$118
NIDO Clinic 1441 Constitution Blvd, Bldg 760 Salinas, Ca 93906	\$106
TOTAL MONTHLY AMOUNT	\$1,718

County shall notify CONTRACTOR of any changes to clinic hours and/or the addition or deletion of clinic locations.

CONTRACTOR shall submit invoices itemizing each billed item to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as specified above in B.2 to the following:

Mail delivery:

Monterey County Health Department
FQHC Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@co.monterey.ca.us