Amendment No. 1
To
Standard Agreement
By and between
County of Monterey and Complete Answer Sys LLC.

This Amendment No. 1 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, the COUNTY and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for two (2) additional years, as specified below.

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

1. Section 2.0, PAYMENT PROVISIONS, is amended to increase the total payable by County to CONTRACTOR by $42,000, for a new total not to exceed $80,000 for the term of the Agreement.

2. Section 3.0, TERM OF AGREEMENT, is amended to extend the term of the Agreement to April 30, 2022 for a new term of May 15, 2018 to April 30, 2022.

3. EXHIBIT A - Scope of Services/Payment Provisions is replaced by Amendment No. 1 to Exhibit A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 1 to EXHIBIT A.

4. Except as provided herein, all remaining terms and conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 1 shall be attached to the Agreement.

6. The effective date of this Amendment No. 1 is May 1, 2020.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 4/8/20

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

Date: 04/22/2020

Approved as to Legal Form:

By: _____
Stacy L. Saetta, Deputy County Counsel

Date: 3/27/2020

Approved as to Fiscal Provisions:

By: _____
Auditor-Controller

Date: 03/30/2020

Complete Answer Sys, LLC

By: Jennifer Jordan

Name: Jennifer Jordan

Title: OWNER

Date: 3/24/20

By: Sheilah Hanes

Name: Sheilah Hanes

Title: SUPERVISOR

Date: 3-30-20

*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. 1 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 Eighty Thousand Dollars ($80,000.00) 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	$154.00
Laurel Pediatrics Clinic 1441 Constitution Blvd, Bldg 200 Salinas, CA 93906	$203.50
Laurel Family Practice 1441 Constitution Blvd, Bldg 400 Salinas, CA 93906	$214.50
Laurel Vista Clinic 1441 Constitution Blvd, Bldg 400	$165.00
Alisal Health Center 559 E. Alisal Street, Suite 201 Salinas, CA 93905	$203.50
Monterey County Health Clinic at Marina 3155 De Forest Road Marina, CA 93933	$247.50
Seaside Family Health Center 1156 Fremont Blvd. Seaside, CA 93955	$209.00
Bienestar Satellite Clinics • 1441 Constitution Blvd, Bldg 400, Salinas, CA 93906 • 299 12th Street, Marina, CA 93933	$110.00
NIDO Clinic 1441 Constitution Blvd, Bldg 760 Salinas, Ca 93906	$99.00
TOTAL MONTHLY AMOUNT	**$1,606.00**

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