

ORIGINAL

COUNTY OF MONTEREY

AMENDMENT #2 to AGREEMENT #A-12788

Care Access Silicon Valley, Inc.

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and CareAccess Silicon Valley, Inc. (hereinafter, "CONTRACTOR").

This Amendment modifies the Agreement for In-Home Supportive Services (IHSS) Registry Software - REVA, between the parties executed on July 29, 2015 and amended on August 22, 2016, (hereinafter, "Original Agreement ") by **extending the term for an additional two years, to June 30, 2019, and adding \$18,000 effective July 1, 2017, increasing the total contract amount to \$37,500.** Therefore, the parties agree:

1. Section 2.0, PAYMENT PROVISIONS, of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit BBB** 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 **\$37,500.**

2. Section 3.0 TERM OF AGREEMENT, of the Original Agreement is amended to read as follows:

3.01 The term of this Agreement is from July 1, 2015 to **June 30, 2019**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effective until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3. Section 4.0 of the Original Agreement, SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Attachment 1 CareAccess Application Service Provider Agreement
- Exhibit A Third Party Software Schedule
- Exhibit BBB Fee Schedule**
- Exhibit C Service Level Agreement
- Exhibit D HIPAA Business Associate Agreement
- Exhibit E Product Support
- Exhibit FF Secure Sockets Layer (SSL) Certificate**
- Exhibit GG Invoice**
- Exhibit H DSS Additional Provisions

4. Sections 1.01 and 1.03 of Exhibit H of the Original Agreement is amended to read as follows:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit GG**.

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit BBB**. Only the costs listed in **Exhibit BBB** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

5. Sections 1.02 (29), 1.02 (31), Section 3.02, Section 5.01, 5.02, and 5.03 of Attachment I of the Original Agreement are amended to read as follows:

1.02 (29) License Fee: The term "License Fee" shall mean the fees for making certain software modules available to Customer as set forth in the Fee Schedule, **Exhibit BBB**.

1.02 (31) Maintenance Fee: The term "Maintenance Fee" shall mean the fees for maintenance and database administration services as set forth in the Fee Schedule, **Exhibit BBB**.

3.02 – Security Certificate: CareAccess Services include issuance to Customer of a Secure Sockets Layer (SSL) certificate (see **Exhibit FF**). Customer hereby acknowledges that all such security certificates are provided by third party certificate authorities. CareAccess or its Partners shall not be responsible for any errors or omissions of third parties in connection with security certificates.

5.01 – License Fees: Customer shall pay a fee for access as set forth in **Exhibit BBB**, "Fee Schedule". Users shall not be enabled until Customer pays CareAccess the License Fee.

5.02 – Maintenance Fees: Customer shall pay CareAccess the fees of software, as set forth in **Exhibit BBB**, "Fee Schedule" attached here to.

Compensation shall be made as an annual payment on or before the 30th of July. The breakdown of costs associated with the Agreement appears in **Exhibit BBB**, "Fee Schedule" attached hereto and incorporated by reference as though fully set herein.

5.03 – Enrollment Fee: Customer shall pay CareAccess the fees for all Enrolled Independent Providers as set forth in **Exhibit BBB**, "Fee Schedule" attached here to.

5. Exhibit BB, Exhibit F, and Exhibit G of the Original are hereby rescinded, and replaced by **Exhibit BBB**, **Exhibit FF** and **Exhibit GG**, attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
Elliott Robinson
Director, DSS

Date: _____

Approved as to Form:

CPB
Deputy County Counsel

Date: May 23, 2017

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 5-25-17

CONTRACTOR:

CareAccess Silicon Valley, Inc.

By: [Signature]
(Chair, President, Vice-President)

MARGARET ALVARADO
(Print Name & Title)

Date: 5-11-17

By: [Signature]
(Secretary, CFO, Treasurer)

SEONG HINMAN, CFO
(Print Name and Title)

Date: 5-15-17

EXHIBIT BBB to the
APPLICATION SERVICE PROVIDER AGREEMENT

FEE SCHEDULE

QUARTERLY COST SCHEDULE

<i>CareAccess Variable Fees</i>	<i>Quarterly Cost</i>
REVA IP enrollment Fees	\$1 per new enrolled IP

\$1 will be charged per each Enrolled IP. Enrolled shall be defined as an IP who has signed the 426 and 846 electronic documents within REVA and has a scanned social security card and ID within REVA.

Customer will be billed the month following each quarter for all IPs enrolled the previous quarter.

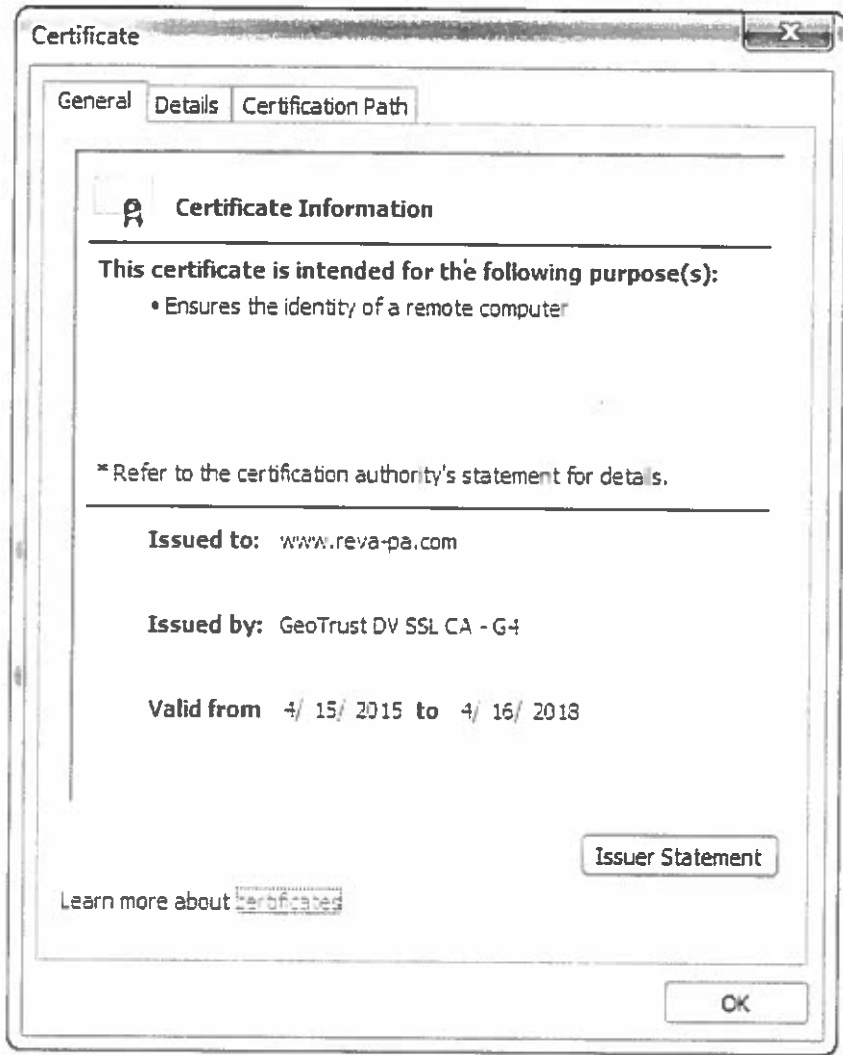
ANNUAL COST SCHEDULE

<i>CareAccess Fixed Fees</i>	<i>Annual Cost 7/1/15 – 6/30/17</i>	<i>Annual Cost 7/1/17 – 6/30/19</i>
REVA License Fee	\$6,000 per site	\$6,300 per site
Special Project (one-time only)	\$1,500	\$0

ESTIMATED COST FOR 4 YEARS

<i>CareAccess Fees</i>	<i>Two Year Cost 7/1/15 – 6/30/17</i>	<i>Two Year Cost 7/1/17 – 6/30/19</i>	<i>Contract Total 7/1/15 – 6/30/2019</i>
REVA License Fee	\$12,000	\$12,600	\$24,600
Projected IP Enrollment Fee	\$6,000	\$5,400	\$11,400
Special Projects	\$1,500	\$0	\$1,500
TOTAL	\$19,500	\$18,000	\$37,500

The total amount paid by County to CONTRACTOR under this Agreement shall not exceed thirty-seven thousand five hundred dollars (\$37,500).





SAMPLE INVOICE

Date:

Invoice #: _____

Customer No.:
MONTER

Customer: County of Monterey
1000 South Main Street
Suite 211A
Salinas, CA 93901
Attn.: Bertha Gonzalez, MA II

Mail Payment to:
CareAccess
Attn: Accounts Receivable
2115 The Alameda
San Jose, CA 95126

Description	Quantity	Period	Rate	Amount
REVA Software Fee <i>Month/Year - Month/Year</i>	12	Months	\$ 525.00	\$6,300.00
\$1 Cost per Enrolled IP <i>Month/Year</i>	1	Month	\$1.00	\$1.00
\$1 Cost per Enrolled IP <i>Month/Year</i>	1	Month	\$1.00	\$1.00
\$1 Cost per Enrolled IP <i>Month/Year</i>	1	Month	\$1.00	\$1.00

Invoice Total: \$6,303.00

Terms: Net 30

Reference: Billing for FY2015-2016