

**RENEWAL AGREEMENT & AMENDMENT NO. 1  
TO COUNTY OF MONTEREY STANDARD AGREEMENT  
BY AND BETWEEN  
COUNTY OF MONTEREY AND M-3 INFORMATION, LLC**

This **RENEWAL AGREEMENT & AMENDMENT NO. 1** is made to the AGREEMENT for the provision of full access to the web-based M3 Clinician multi-diagnostic assessment tool, and real-time technical support via phone or email, by and between **M-3 INFORMATION, LLC**, hereinafter “**CONTRACTOR**,” and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “**COUNTY**.”

**WHEREAS**, the AGREEMENT expired pursuant to its terms on June 30, 2016; and

**WHEREAS**, the COUNTY and CONTRACTOR agree to renew the AGREEMENT retroactive to July 1, 2016, and to extend the term of the Agreement for an additional twelve (12) months through and including June 30, 2017; and

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

1. The AGREEMENT is renewed retroactive to July 1, 2016, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. EXHIBIT A-1 SCOPE OF SERVICES / PAYMENT PROVISIONS replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
3. EXHIBIT C-1 PROVIDER INVOICE replaces EXHIBIT C. All references in the Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-1.
4. Section 3.0 “TERM OF AGREEMENT,” subsection 3.01 stating “The term of this Agreement is from July 1, 2015 to June 30, 2016,” is replaced with “The term of this Agreement is from July 1, 2015 to June 30, 2017.”
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed CONTRACT is unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the COUNTY on July 15, 2015.

MONTEREY COUNTY

Rebecca Wiles  
Contracts/Purchasing Officer

Dated: 10/10/16

Approved as to Fiscal Provisions:  
[Signature]  
Deputy Auditor/Controller

Dated: 8-30-16

Approved as to Liability Provisions:  
Risk Management

Dated:

Approved as to Form:  
[Signature]  
Deputy County Counsel  
Dated: 8/30/2016

CONTRACTOR

M-3 INFORMATION, LLC  
By: [Signature]  
Signature of Chair, President, or Vice-President

Michael Roper, President  
Printed Name and Title

Dated: August 12, 2016

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

David Abrahamson, CFO  
Printed Name and Title

Dated: August 12, 2016

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

[Signature]  
DIRECTOR OF HEALTH

10/12/16  
DATE

## **EXHIBIT A-1: SCOPE OF SERVICES / PAYMENT PROVISIONS**

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### **County of Monterey Health Department / Behavioral Health Bureau and M-3 Information, LLC**

This Exhibit A-1 shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **M-3 Information, LLC** (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

#### **A. SCOPE OF SERVICES**

##### **A.1 IDENTIFICATION OF CONTRACTOR**

M-3 Information, LLC  
155 Gibbs St., Suite 522  
Rockville, MD  
(301) 444-4400

##### **A.2 PROGRAM NARRATIVE**

Monterey County Health Department Behavioral Health Bureau (BHB) Access to Treatment staff requires a web-based validated, multi-diagnostic, digital, behavioral health assessment application, with robust reporting capability, that can be utilized for both English and Spanish-speaking clients to screen for multiple psychiatric disorders, in order to effectively triage those clients for treatment.

##### **A.3 SCOPE OF SERVICES**

CONTRACTOR shall provide services, equipment and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide full access for the period of performance outlined below, to the web-based M3 Clinician multi-diagnostic assessment tool.
2. Provide real-time technical support via phone or email for any access, report generation, or interface issues with the application, with all issues acknowledged and addressed within one business day from the time of notification.
3. Using the Exhibit C-1 Provider Invoice, indicate the number of assessments generated by the County of Monterey in the previous monthly billing period.
4. Provide statistics on the number of County of Monterey assessments for the previous monthly billing period, and the contract period to date, to the Contract Monitor via FAX or email.

#### A.4 PERIOD OF PERFORMANCE

Subject to other Agreement provisions, the period of performance under this Agreement will be from July 1, 2015 through June 30, 2017.

### B. PAYMENT PROVISIONS

#### B.1 PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

#### B.2 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$12,000** for the performance of all things 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:

The breakdown of recurring and non-recurring charges for services provided under this Agreement is as follows:

- Recurring Rate for M-3 Clinician Access:

| <b>M3 Clinician Web-Based Assessment Access</b> | <b>Rate</b>        |
|---|--------------------|
| July 1, 2015 – June 30, 2017                    | \$3 per Assessment |
| <b>Total Assessment Amount:</b>                 | <b>\$12,000</b>    |

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services supported and performed by the same individuals.

#### B.3 CONTRACTORS BILLING PROCEDURES

In order to receive any payment under this Agreement, CONTRACTOR shall submit its claims on an Invoice Form as agreed by COUNTY and CONTRACTOR, along with backup documentation, if necessary, or as requested by the COUNTY, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section B.2, above, for payment amount information to be reimbursed for each web-based M3 Clinician Assessment, and for the full one-year period of this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit C-1, Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

There shall be no travel reimbursement allowed during this Agreement.

#### **B.4 MAXIMUM OBLIGATION OF COUNTY**

Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$12,000** for services rendered under this Agreement.

Maximum Annual Liability:

| <b>CONTRACT PERIOD LIABILITY</b>          | <b>SERVICE</b>                        | <b>FUNDING SOURCE</b> | <b>AMOUNT</b>   |
|---|---------------------------------------|-----------------------|-----------------|
| July 1, 2015 – June 30, 2017              | M3 Clinician Web-Access and Reporting | 1991 Realignment      | \$12,000        |
| <b>TOTAL AGREEMENT MAXIMUM LIABILITY:</b> |                                       |                       | <b>\$12,000</b> |

If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

As an exception to the above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

#### **B.5 LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

## **B.6 AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.

### **CONTRACT MONITOR:**

Deputy Director Adult System of Care  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-4510

(The remainder of this page is left intentionally blank)

# EXHIBIT C-1: Behavioral Health Invoice Form

|   |                                      |                          |
|---|--------------------------------------|--------------------------|
| <b>Contractor :</b> M-3 Information, LLC            | <b>Invoice Number:</b>               |                          |
| <b>Address Line 1</b>   155 Gibbs Street, Suite 522 | <b>County PO No.:</b>                |                          |
| <b>Address Line 2</b>   Rockville, MD 20850         | <b>Invoice Period:</b>               |                          |
| <b>Tel. No.:</b> (301) 444-4400                     | <b>Final Invoice:</b> (Check if Yes) | <input type="checkbox"/> |
| <b>Fax No.:</b>                                     |                                      |                          |
| <b>Contract Term:</b> July 1, 2015 - June 30, 2017  |                                      |                          |
| <b>BH Bureau :</b> Mental Health Services           | <b>BH Control Number</b>             |                          |

| Service Description                    | Total FY 2016-17 Contract Amount | Number of Online Assessments this Period: | Dollar Amount Requested this Period | Dollar Amount Requested to Date | Dollar Amount Remaining | % of Total Contract Amount |
|--|----------------------------------|---|-------------------------------------|---------------------------------|-------------------------|----------------------------|
| <b>M3 Clinician Application Access</b> | \$5,000.00                       |   |                                     |                                 | \$5,000.00              | 100%                       |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

|  |             |
|--|-------------|
| <b>Send to:</b><br>MCHDBHFinance@co.monterey.ca.us |             |
| <b>Behavioral Health Authorization for Payment</b> |             |
| <b>Authorized Signatory</b>                        | <b>Date</b> |