Amendment No. 1
To the Standard Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
and
CareMessage Corporation, hereinafter referred to as "CONTRACTOR"

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 CareMessage Corporation., hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into a Standard Agreement ("Agreement") to provide a text and voice messaging patient communication system for the period of November 1, 2015 to October 31, 2017; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to extend the term of Agreement for two (2) additional years and to add $116,200.00, as specified below.

WHEREAS, CONTRACTOR is an organization operating as both "CareMessage" and "CareMessage Corporation" as registered fictitious business names, and whereas CONTRACTOR entered into the Agreement under the name "CareMessage" and now wishes this Amendment No. 1 to be in the name "CareMessage Corporation."

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

1.   In all places within the Agreement, and any amendment and exhibit thereto, any reference to "CareMesage" is hereby replaced with "CareMessage Corporation"

2.   Section 2, Payment Provisions, is amended to increase the total amount payable by COUNTY to CONTRACTOR by $116,200.00 for a new total not to exceed $215,000.00, for the term of the Agreement.

3.   Section 3, Term of Agreement, is amended to extend the term of the Agreement to October 31, 2019 for a new term of November 1, 2015 to October 31, 2019.

4.   Section 4. Scope of Services and Additional Provisions, EXHIBIT A is replaced with 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.

5.   Section 14, Notices, is amended as follows:

FOR COUNTY:
Elsa Jimenez, Director of Health
1270 Natividad Road
Salinas, CA 93906

Amendment No. 1 to
Standard Agreement with CareMessage Corporation
NTE: $215,000

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

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

8.   The effective date of this Amendment No. 1 is November 1, 2017.

    IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY   **CareMessage Corporation**

By: _____   By: _____
    Contracts/Purchasing Officer

Date: _____   Name: _Michael Haylon_

                                            Title: _VP of Sales_
By: _____
    Elsa Jimenez, Director of Health
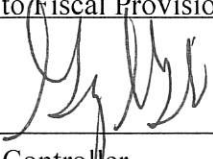   Department of Health   Date: _9/26/17_

Date: _____

Approved as to Legal Form:

By: _____
    Stacy L. Saetta, Deputy County Counsel

Date: _10 2 17_

Approved as to Fiscal Provisions:

By: _____
    Auditor-Controller

Date: _10-3-17_

Amendment No. 1 to
Standard Agreement with CareMessage Corporation
NTE: $215,000   Page **2** of **6**

AMENDMENT NO. 1 to EXHIBIT A

To Standard Agreement by and between
County of Monterey hereinafter referred to as "COUNTY"
AND
CareMessage Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

I. SCOPE OF SERVICES

CONTRACTOR will provide a text and voice messaging patient communication system approved by the COUNTY with the objective to reduce no-shows, increase patient engagement and satisfaction and improve overall patient outcomes.

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

A. Appointment Reminders
1. Establish an automated appointment reminder system to COUNTY patients, which will be provided through text and voice messaging.
2. Provide messages in either English or Spanish. Message shall be in the patient's language of preference.
3. Provide pre-appointment information to the patient as needed.
4. Include a feature that allows a patient to confirm or cancel the appointment.
5. Collect patient RSVP data and place it into a simple color coded report to show COUNTY who has confirmed, did not respond, or is unable to make the appointment. This information shall be provided in real time to staff via the CareMessage dashboard (app.caremessage.org).

B. Follow-up and Data Collection
1. Conduct general outreach to include clinic closure messages, prescription refill reminders etc.
2. Provide for clinical follow-up, which shall consist of breast cancer screening reminders, cervical cancer screening reminders, medication reminders etc.
3. Allow the COUNTY to send surveys and collect data from any patient population. The COUNTY can then review results in real time and use our analytics engine to quantify both engagement and self-reported data.

C. Health Management
1. Provide health management programs based on specific patient and provider needs, including co-morbidities. Programs shall include, but not limited to, type 2 diabetes, maternal health, nutrition, exercise, smoking cessation and depression.
2. Existing CareMessage health management, medication adherence and health literacy programs will be provided to Monterey County and minor customization efforts can be undertaken to meet the needs of the local patient population (up to the limits

described in the 'Fees' and 'Overages' sections). Clinical staff will be able to reach out to patients quickly and easily through evidence-based health management programs described above.
3. Provide information in either English or Spanish. Information shall be in the patient's language of preference.

D. Data, Analytics and Reporting
1. Provide a system that allows for the COUNTY to generate reports, which shall include visualization of the data on an individual and population level.
2. Provide technical assistance as needed.

E. Cloud-based Access
1. Provide a platform that is entirely cloud-based.
2. Utilize FireHost Secure Cloud or equivalent.
3. Not require installation of software on COUNTY IT system.
4. Ensure system accessibility from any device with an internet connection.

F. Security and Safeguarding of Patient Information
1. Store data and back up on a HIPAA-Compliant server with 128-bit SSL encryption.
2. Ensure the data in transit from server to computer screen is HTTPS encrypted.
3. As part of the electronic HIPAA authorization feature, transmit an initial welcome message to patient informing them that they will start receiving text messages regarding their health.

G. Implementation
1. Provide the following services during the implementation phase:
   a. Conduct initial needs assessment to document detailed use cases and resources required for implementation
   b. Provide COUNTY with access to testing environment
   c. Host project-planning discussion to identify inputs and develop timelines to address the following criteria (involve additional CareMessage team members as necessary):
      o Research goals and evaluation metrics
      o Program content requirements for new or existing content
      o Interoperability needs between CareMessage platform and customer database
   d. Execute upon activities defined in project plan, providing regular progress updates to appropriate stakeholders
   e. Prior to interface completion, execute batch upload of patient demographic, scheduling, and any other relevant data via excel file or comma delimited file/character separated file (csv) upload.
   f. Provide evaluation and reporting tools to track relevant data
   g. Provide training materials and webinar(s) to familiarize COUNTY with platform functionality
   h. Host pre-launch discussion to review final inputs and impact to staff workflow
   i. Determine ongoing communication cadence to ensure COUNTY needs are addressed in a timely manner

H. Additional Items

1. CONTRACTOR shall not "go-live" until COUNTY has approved material and implementation plan. COUNTY, in collaboration with the Contactor, shall test programs and applications prior to launch.
2. CONTRACTOR shall provide the COUNTY with technical support as needed and will make modifications as required to ensure functionality of the program.

I. Project Schedule

CONTRACTOR shall produce the following deliverables by the dates indicated below:

DELIVERABLE	TIMEFRAME FOR COMPLETION
Implementation	2-4 months commencing 5-7 business days from receiving written permission to proceed from COUNTY.
Go-Live	24 hours from COUNTY approval.

COUNTY acknowledges that the overall project completion timeline is dependent on COUNTY providing quick and timely responses and approvals to allow the CONTRACTOR to continue with deliverables outlined.

II. PAYMENT PROVISIONS

1. COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed $215,000.00 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:

CONTRACTOR shall provide technical support as needed as part of the cost.

Implementation	$5,000 upon initial contract execution and $5,000 upon successful implementation one month following the "go-live" date (Total $10,000) – COMPLETED
Flat Monthly Fee, which shall include: 1) Unlimited utilization of the CareMessage platform and the services outlined in I. Scope of Services	$3,700 per month for up to 60,000 total unique patients, immediately following the "go-live" date until December 31, 2017. $6,000 per month for 60,001-100,000 total unique patients. Effective January 1, 2018, COUNTY will be charged $6,000/mo regardless of reaching this threshold.
Per Patient Per Month Fee upon exceeding 100,000 unique patients	$1/patient/month (in addition to the standard $6,000/month fee)

Additional Messages (exceeding 20 messages customized for Monterey County)	$20/message

There shall be no travel reimbursement allowed during this Agreement.

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 performed by the same individuals.

2.   CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

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.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

CONTRACTOR shall submit invoices 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 may be required by the COUNTY to the following:

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

Email delivery:
CS_Finance@co.monterey.ca.us