

**EXHIBIT-A**

**To Agreement by and between  
Health – Emergency Medical Services (EMS) Agency, hereinafter referred to as “County”  
AND  
Zachary Botterman, hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Modification, maintenance, continued development, and ongoing revisions to the Monterey County EMS smartphone app.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

<b>Category</b>	<b>Benchmark</b>	<b>Pricing</b>
Modification	The Monterey County EMS Smartphone app (app) will be updated to be consistent and fully compatible to the Apple current IOS version 8 and ‘native’ to current Android architecture. This shall occur no later than March 15, 2015 and proof of deliverable shall be documentation provided showing updates submitted/accepted by Apple and Android.	\$20,000
Ongoing revision	The app will match, and include, the Monterey County EMS policies and protocols in effect as of July 1, 2015. This will be in place no later than June 30, 2015. The EMS Agency shall deliver the required updates no later than May 31, 2015. The EMS Agency agrees the required updates shall be no more than ten (10) modified, updated or additions of policies and protocols (items). Items above ten (10) shall be at a cost of \$750.00 per additional item.	\$6,500
Ongoing revision	The app will match, and include, the Monterey County EMS policies and protocols in effect as of January 1, 2016. This will be in place no later than December 31, 2015. The EMS Agency shall deliver the required updates no later than November 30, 2015. The EMS Agency agrees the required updates shall be no more than ten (10) modified, updated or additions of policies and protocols (items). Items above ten (10) shall be at a cost of \$750 per additional item.	\$6,500
Ongoing revision	The app will match, and include The app will match, and include, the Monterey County EMS policies and protocols in effect as of July 1, 2016. This will be in place no later than June 30, 2016. The EMS Agency shall deliver the required updates no later than May 31, 2016.	\$6,500

	\$The EMS Agency agrees the required updates shall be no more than ten (10) modified, updated or additions of policies and protocols (items). Items above ten (10) shall be at a cost of \$750 per additional item.	
Ongoing revision	The app will match, and include, the Monterey County EMS policies and protocols in effect as of January 1, 2017. This will be in place no later than December 31, 2016. The EMS Agency shall deliver the required updates no later than November 30, 2016. The EMS Agency agrees the required updates shall be no more than ten (10) modified, updated or additions of policies and protocols (items). Items above ten (10) shall be at a cost of \$750 per additional item	\$6,500
Maintenance	The Monterey County EMS smartphone app shall be free from errors. Errors included in the app due to information provided by County staff shall be corrected at a cost not to exceed \$6,000 annually with a maximum of \$18,000 for the total life of the contract. Errors caused by information provided by County staff shall be corrected within ten (10) business days of written notification. Errors in the app not caused by information provided by the EMS Agency staff shall be corrected at no cost to the County and within five (5) business days of written notice.	\$6,000 annually Not to exceed \$18,000 per life of contract
Continued development	Contingency agreed upon and set annually to address greater changes to the application including the addition of new functionality or content. Contractor shall provide enhanced functionality of the app as agreed upon between the EMS Director and the Contractor. Specific deliverables will be set after scope of work is determined for the additional functionality or content.	\$10,000/ annually Not to exceed \$30,000/ per life of contract
Architectural Upgrade	Contingency shall be established for the inevitable need to address architectural upgrades to maintain the applications performance and quality. Architectural upgrades may include, but are not limited to, avoiding breaking changes on either Apple or Android platform rendering the application unusable, avoiding potential new security risks and/or avoiding debilitating app performance. Specific deliverables will be set after scope of work is determined.	Not to exceed \$40,000/ per life of contract

All written reports required under this Agreement must be delivered to EMS Agency's Director, in accordance with the schedule above.

Contract is to be in effect from March 15, 2015 through June 30, 2017.

## **B. PAYMENT PROVISIONS**

## **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$120,000 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:

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.

## **B.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.

## **C. INSURANCE WAIVER**

NOTE: Insurance requirements are waived per Mike Derr, Contracts and Purchasing Officer. Kirk Schmitt, EMS Director, certifies that there is no risk of exposure to liability for the County through this contracted work.