

**Amendment No. 1
To
Agreement
By and Between
County of Monterey and Scarr Moving and Storage, Inc.**

THIS AMENDMENT No. 1 is made and entered into, by and between Scarr Moving and Storage, Inc. hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

WHEREAS, the County and CONTRACTOR have heretofore entered into an Agreement to provide furniture and document storage and retrieval services for the period of July 1, 2015 to June 30, 2016 ("Agreement"); and

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

1. Section 1, "GENERAL DESCRIPTION" is amended to remove the term furniture. CONTRACTOR shall only provide document storage and retrieval services under this Agreement.
2. Section 2, "PAYMENTS PROVISIONS" is amended to increase the total amount payable by County to CONTRACTOR by \$52,500.00 for a combined amount not to exceed \$78,380.00 for the term of the Agreement.
3. Section 3, "TERM OF AGREEMENT" is amended to extend the term of the Agreement to June 30, 2017, for a new term of July 1, 2015 to June 30, 2017.
4. Section 14, "NOTICES" is amended to require delivery of Notices, personally or by first-class, postage pre-paid mail, to the COUNTY's and CONTRACTOR's contract administrators at the addresses listed below:

COUNTY:
Director of Health
1270 Natividad Road
Salinas CA 93901
Tel. No.: (831) 755-4526
FAX No.: (831) 755-4797

TO CONTRACTOR:
Mark Scarr
1353 Dayton Street
Salinas CA 93901
Tel. No. (800) 722-7784 or (831) 424-2784
FAX No.(831) 424-9463

5. 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.
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 as set forth in the Agreement.
7. A copy of this Amendment No. 1 shall be attached to the Agreement.
8. The effective date of this Amendment No. 1 is April 1, 2016.

Amendment No.1 to Agreement with Scarr Moving and Storage, Inc.
For document storage and retrieval services
NTB: \$78,380.00

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

COUNTY OF MONTEREY

SCARR MOVING AND STORAGE, INC.

By: [Signature]
Mike Derr, Contracts/Purchasing Officer

By: Mark Scarr

Date: 5-9-16

Name: Mark Scarr

By: [Signature]
Director of Health
Department of Health

Title: Pres

Date: 05/13/2016

Date: 4/19/16

Approved as to Legal Form:

By: [Signature]
Stacy L. Saetta, Deputy County Counsel

By: [Signature]
Name: Mary Scarr

Date: 5/2, 2016

Title: Sec / Pres

Approved as to Fiscal Provisions:

By: [Signature]
Gary Giboney, Auditor-Controller

Date: 4/19/16

Date: 5-3-16

*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.

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Amendment No. 1 to
EXHIBIT A

To Agreement by and between
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Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

Storage and Security:

CONTRACTOR shall place County's boxes marked for storage in 6' x 7' x 8' vaults at CONTRACTOR'S storage facility located at 1353 Dayton Street, Salinas, CA 93901. CONTRACTOR shall label each vault clearly and shall maintain a central log that lists County's vaults and contents.

CONTRACTOR shall insure vaults are securely locked at all times and shall maintain 24-hour camera and motion sensing surveillance of the storage facility.

CONTRACTOR shall be responsible for conforming to all applicable federal, state and local laws and regulations pertaining to the storage of confidential medical records including, but not limited to, 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.

CONTRACTOR shall not move vaults to another storage facility without prior written approval from County.

Retrieval Requests:

County shall notify CONTRACTOR via telephone, facsimile or e-mail of any retrieval requests from CONTRACTOR'S facility. CONTRACTOR shall have requested boxes available for review within one (1) business day of County's request.

CONTRACTOR shall have requested boxes available for review within the same business day should County's request be the result of a court order, subpoena or other request governed by law for immediate retrieval.

Facility Supervisor

CONTRACTOR shall designate a competent Facility Supervisor to handle all matters pertaining to this Agreement. Facility Supervisor shall be reachable by phone and e-mail between 7am – 7pm.

Communications with the Facility Supervisor shall be binding on CONTRACTOR to the extent permissible under this Agreement.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed (\$78,380.00) 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:

Service	Description	Rate
Storage	Storage of County boxes in CONTRACTOR'S vaults. Rate includes central log and surveillance services.	\$50.00/month per vault
Retrieval	Retrieval of County boxes upon County request	\$45.00/hour
Storage	Loose file boxes on CONTRACTOR'S racks moved from another storage location	\$.65 per carton

B.2 PAYMENT CONDITIONS

- a. CONTRACTOR shall submit via email a claim or claims, as applicable, using an Invoice Form as agreed by COUNTY and CONTRACTOR, with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

Clinic Services Invoices mail to:
Monterey County Health Department
FQHC Look-Alike Clinics
Attn: Accounting
1615 Bunker Hill Way, Ste. 100
Salinas CA 93906

- b. 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.

c. 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 of service and disallow the claim.

d. 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.

e. 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.

f. 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.

g. There shall be no travel reimbursement allowed during this Agreement.

h. 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.

i. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual costs incurred for services provided under this Agreement.

B.3. MAXIMUM OBLIGATION OF COUNTY

a. Subject to the limitations set forth herein, COUNTY shall pay to the CONTRACTOR during the term of this Agreement an amount not to exceed \$78,380.00 for services rendered under this Agreement.

b. Maximum Liability:

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MAXIMUM TOTAL LIABILITY	AMOUNT
July 1, 2015 -- June 30, 2017	\$ 78,380.00

- c. 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.
- d. 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.
- e. As an exception to Section D. 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.4. PAYMENT LIMITATIONS

- a. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, and payment at conclusion of the Agreement.
- b. 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.
- c. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

