

**AMENDMENT NO. 1 TO STANDARD AGREEMENT
COUNTY OF MONTEREY AND FIVEBASE, LLC**

This Amendment No. 1 is made to the Standard Agreement for technical consulting services specific to the Behavioral Health Bureau's electronic medical record system, by and between **FIVEBASE, LLC**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the COUNTY entered into a Standard Agreement with Fivebase, LLC in the amount of \$40,000 for the term of September 1, 2016 to June 30, 2017 for technical consulting services;

WHEREAS, the COUNTY and CONTRACTOR hereby request to amend the AGREEMENT to extend the term for one additional fiscal year, increase the total maximum amount of the AGREEMENT, and revise the EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS, for a revised total contract amount of \$55,000 for the term of September 1, 2016 to June 30, 2018 for technical consulting services.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 2.01, under section 2.0 "PAYMENT PROVISIONS" shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$40,000." and replacing it with, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$55,000."
2. Paragraph 3.01, under section 3.0 "TERM OF AGREEMENT" shall be amended by removing "The term of this Agreement is from September 1, 2016 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement." and replacing it with "The term of this Agreement is from September 1, 2016 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement."
3. 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.
4. This Amendment is effective May 1, 2017.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are 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 September 22, 2016.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
Contracts/Purchasing Officer
County of Monterey
Date: 4-25-17

FIVEBASE, LLC
Contractor's Business Name*

By: [Signature]
Department Head (if applicable)
Date: 05/05/2017

By: [Signature]
(Signature of Chair, President, or Vice-President)*
Mike Petrie CEO
Name and Title

By: _____
Board of Supervisors (if applicable)
Date: _____

Date: 3/8/2017

Approved as to Form ¹
By: [Signature]
Deputy County Counsel
Date: 4/18/17

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Name and Title
Date: _____

Approved as to Fiscal Provisions²
By: [Signature]
Auditor/Controller
Date: 4/21/17

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

*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.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-1: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Health Department / Behavioral Health Bureau and Fivebase, 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 **Fivebase, LLC** (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

A. SCOPE OF SERVICES

MCBH utilizes Avatar as the electronic health record system for the provision of behavioral healthcare services. Avatar is a Netsmart hosted solution and is not a standalone system but requires customization relative to the ancillary services and interfaces that exist in the vendor hosted solution.

It is essential to acquire the services of the CONTRACTOR with proven experience with Avatar custom development. CONTRACTOR shall provide the following technical support services relative to the proprietary Health Department application/s as needed and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Custom Interface Creation

- a. Create new GUI applications that query Avatar and other data sources for aggregating and sharing data with MCBH and other Staff.
- b. Create custom data extracts using the MS Visual Studio C# platform.

2. Create new user consoles in Avatar

- a. Provide Netsmart/Avatar specific custom modeled forms (consoles) that provide a new user interface for our clinical users.
- b. Produce complex Avatar Widgets as needed for our instance of Avatar for use by our end users.

3. Customization as requested and technical support for Avatar Modifications

- a. Services under this category will be requested in writing by COUNTY on an "as-needed" basis.
- b. CONTRACTOR shall provide documentation and technical specifications for modification and or changes made for COUNTY reference and use.
- c. Technical specifications and documentation shall be utilized by COUNTY and provided by CONTRACTOR as part of the application change management process as applicable.

- d. CONTRACTOR shall not have any intellectual property rights to the interface development or custom scripting and all technical support will not impact the primary source code of the Avatar software solution.
- e. This category of service provision can include but is not exclusive to technical training, consulting for best practices in application modification necessary to utilize the features/functionality.
- f. All specifications, documentation, and source code provided as part of this Agreement will be COUNTY property and COUNTY will not be required to destroy, remove, and can duplicate as needed for the purpose of supporting the electronic health records system.

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 **\$55,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms: a total of **440** hours of consulting services to be paid at **\$125.00/hour**.

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.3 CONTRACTOR'S 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.

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 (30th) day of the month following the month of service. See Section B.2, above, for payment amount information to be reimbursed for the full period of this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit C, Cost Reimbursement 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

CONTRACTOR shall provide the following information as an addendum to or within the invoices submitted to COUNTY for approval and payment:

- Date of service;
- Service requested by;
- Duration of the service;
- Description of service provided.

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.

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.

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 **\$55,000** for services rendered under this Agreement.

Maximum Annual Liability:

Period / Fiscal Year	Rate	Hours	Period / FY Total
September 1, 2016 – June 30, 2018	\$125.00	440	\$55,000
TOTAL AGREEMENT MAXIMUM LIABILITY:			\$55,000

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:

Sarah House
Departmental Information Systems Manager
County of Monterey, Health Department
1270 Natividad Road
Salinas, CA 93906
(831) 755-4531
(831) 796-8555 Fax

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