

**Amendment No. 1  
To  
Professional Services Agreement  
By and between  
County of Monterey and Complete Answering Service**

This Amendment No. 1 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County", and Complete Answering Service, hereinafter referred to as "CONTRACTOR".

**RECITALS:**

WHEREAS, the County and CONTRACTOR have heretofore entered into a Professional Services Agreement to provide telephone answering services for the period of July 1, 2010 to June 30, 2012 ("Agreement"); and

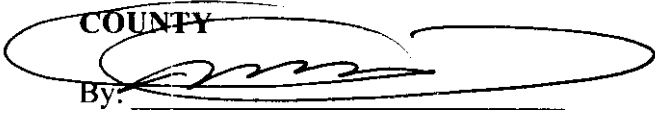
WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term of Agreement for two (2) additional years, as specified below.

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

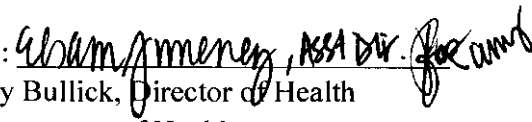
1. Section 3, Payments by County, is amended to increase the total amount payable by County to CONTRACTOR by \$30,840.00 for a new total not to exceed \$61,680.00 for the term of the Agreement.
2. Section 3, Term of Agreement, is amended to extend the term of the Agreement to June 30, 2014 for a new term of July 1, 2010 to June 30, 2014.
3. 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.
4. 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.
5. A Copy of this Amendment No. 1 shall be attached to the Agreement.
6. The effective date of this Amendment No. 1 is July 1, 2012.

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

COUNTY

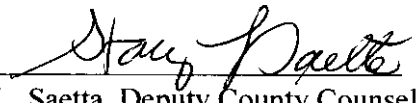
By:   
Mike Derr, Contracts/Purchasing Officer

Date: 6-13-12

By:   
Ray Bullick, Director of Health  
Department of Health

Date: 05/24/12

Approved as to Legal Form:

By:   
Stacy L. Saetta, Deputy County Counsel

Date: 6/7/12

Approved as to Fiscal Provisions:

By:   
Gary Giboney, Auditor-Controller

Date: 6-8-12

Approved as to Liability Provisions:

By: \_\_\_\_\_  
Steve Mauck, Risk Management

Date: \_\_\_\_\_

**CONTRACTOR**

By: Amanda Murray

Name: Amanda Murray

Title: Account Data Manager

Date: 5-15-2012

By: 

Name: James Geary

Title: General Manager

Date: 5-15-2012

ENTERED  
JUN 12 2012  
CCC

Amendment No. 1 to  
PSA with Complete Answering Service  
for telephone answering services  
NTE: \$61,680.00

**AMENDMENT NO. 1 to EXHIBIT-A**

**To  
Professional Service Agreement  
Between  
The Health Department of the County of Monterey  
AND  
Complete Answering Service**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

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

CONTRACTOR shall answer all telephone calls for the County's seven (7) clinics received outside of normal hours of operation and/or when clinic staff is unable to answer.

CONTRACTOR shall provide general clinic information, when requested, which includes, but is not limited to, clinic address, services provided, and hours of operation.

CONTRACTOR shall dispatch calls to appropriate on-call Provider, when necessary. County shall provide on-call schedules to CONTRACTOR.

CONTRACTOR shall abide with 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 digitally record all direct inbound and outbound calls and make calls available for County review, if requested.

CONTRACTOR acknowledges that its corporate office is located in the State of Tennessee and that all services outlined in this Agreement shall be performed in Tennessee.

CONTRACTOR shall provide County with thirty (30) days' written notice prior to transferring any employees and/or establishing locations within the State of California.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed Sixty One Thousand Six Hundred Eighty Dollars (\$61,680.00) for the performance of all activity, including materials, necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR shall submit monthly invoices for each of the County's seven (7) clinics at the rates below. Locations include, but are not limited to:

<b>Clinic Name</b>	<b>Monthly Rate</b>
<b>Laurel Internal Medicine Clinic</b> 1441 Constitution Blvd., Bldg. 151 Salinas, CA 93906	\$140.00
<b>Laurel Pediatrics Clinic</b> 1441 Constitution Blvd., Bldg. 200 Fl. One, Suite 101 Salinas, CA 93906	\$185.00
<b>Laurel Family Practice</b> 1441 Constitution Blvd., Bldg. 200 Fl. One, Suite 103 Salinas, CA 93906	\$195.00
<b>Laurel Women's Health Clinic</b> 1441 Constitution Blvd., Bldg. 200 Fl. One, Suite 105 Salinas, CA 93906	\$165.00
<b>Alisal Health Center</b> 559 E. Alisal Street, Suite 201 Salinas, CA 93905	\$185.00
<b>Monterey County Health Clinic at Marina</b> 3155 De Forest Road Marina, CA 93933	\$225.00
<b>Seaside Family Health Center</b> 1150 Fremont Blvd. P.O. Box 847 Seaside, CA 93955	\$190.00
<b>TOTAL MONTHLY AMOUNT:</b>	<b>\$1,285.00</b>

County shall notify CONTRACTOR of any changes to clinic hours.