

**AMENDMENT NO. 1
TO STANDARD AGREEMENT A-17066
BETWEEN COUNTY OF MONTEREY AND
THE DATA CENTER**

This Amendment No. 1 to the County of Monterey Standard Agreement A-17066 is entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and **The Data Center** (hereinafter referred to as “CONTRACTOR”).

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of \$15,000 for the term of September 1, 2024, to June 30, 2027, to provide printing and mailing services;

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS to reflect an increase in rates, and an increase of \$70,000 to the budget as agreed to by both parties for a revised total AGREEMENT in the amount of \$85,000 for the same term of September 1, 2024, to June 30, 2027.

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

1. Section 2.0, “Payment Provisions”, shall be amended by removing, “The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$15,000”, and replacing it with “The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$85,000”.
2. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT executed by the County on September 9, 2024.

COUNTY OF MONTEREY

CONTRACTOR

The Data Center, LLC

Contractor Business Name *

Craig Hauer

2202D44096DA450...

By:

(Signature of Chair, President, or Vice-President)

Craig Hauer CEO

Name and Title

2/11/2025 | 12:05 PM PST

Date:

DocuSigned by:

Jamie Hauer

B77455F3AE1F40A...

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jamie Hauer VP Accounting

Name and Title

2/11/2025 | 1:24 PM MST

Date:

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:

Kevin Serrano

CF464EA4829E4B5...

By:

County Counsel

2/14/2025 | 9:58 AM PST

Date:

Approved as to Fiscal Provisions

Jennifer Forsyth

4E7E657875454AE...

By:

Auditor/Controller

2/14/2025 | 3:45 PM PST

Date:

Approved as to Liability Provisions

By: _____

Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

- 1 Approval by County Counsel is required
- 2 Approval by Auditor-Controller is required
- 3 Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Standard Agreement
between
Monterey County Health Department
Behavioral Health Bureau
and
The Data Center, LLC

This Exhibit A shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE

- a. 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:
 - i. Printing and mailing of behavioral health notices

II. PERIOD OF PERFORMANCE: Subject to other Agreement provisions, the period of performance under this Agreement shall be from **September 1, 2024 to June 30, 2027.**

III. SCOPE OF WORK

- a. The CONTRACTOR shall provide services and staff, and otherwise all things necessary for or incidental to the performance of work, as set forth below:
 - i. Printing and mailing of behavioral health notices, letters, documents, etc. to County of Monterey Behavioral Health Bureau clients within 7-10 business days of COUNTY providing HIPAA contact information, CONTRACTOR will:
 - 1. Print between 1,500 and 3,000 single-sided behavioral health notices, letters or documents on an 8.5x11 in color (or black)
 - 2. Include National Change of Address, Cass Certification and Delivery point of validation of the address list
 - 3. Use a #10 Security Envelope printed in color with the County logo provided
 - 4. Apply barcode and sort of maximum postage savings
 - 5. Fold, insert, seal, sort, and mail in a way that protects patient confidentiality as regulated by the Health Insurance Portability and Accountability Act
 - ii. CONTRACTOR will complete service within 7-10 business days for printing and mailing only or 30 calendar days for services that require programming timeframe of receipt of data from County of Monterey Health Department, Behavioral Health Bureau.
- b. The CONTRACTOR shall produce the following written reports or other written

documents (deliverables) by the dates indicated below:

- i. CONTRACTOR shall provide digital copies of printed invoices, along with a full report of printed and non-printed invoices. This report shall be provided to COUNTY in Excel format and transmitted confidentially. At minimum, the report shall include the client names, addresses, and dates the letters were mailed.
- ii. All written reports required under this Agreement must be delivered to the Designated Contract Monitor, in accordance with the schedule below:
 1. 30 days post completion of printing and mailing project anticipated to occur three (3) times per year from approximately 1,500 -3,000 recipients

IV. DESIGNATED CONTRACT MONITOR

Janet Hernandez Barajas, LCSW
Quality Improvement Services Manager II
Main: 831-755-4545 Fax: 831-755-4350
BarajasJH@countyofmonterey.gov

IV. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$85,000** 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:

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

C. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.

D. CONTRACTOR shall submit via email a monthly claim using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:
MCHDBHFinance@countyofmonterey.gov

V. CONTRACTORS BULLING PROCEDURES

A. The 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.

B. 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 promptly submit such invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

C. 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) 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.

VI. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed for services rendered under this Agreement for the period of **September 1, 2024 to June 30, 2027.**

B. Maximum Liability Amount:

TERM	AMOUNT
September 1, 2024 to June 30, 2027	\$85,000
MAXIMUM COUNTY OBLIGATION	\$85,000