

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE CENTER TO PROMOTE HEALTHCARE ACCESS, INC. doing business as
SOCIAL INTEREST SOLUTIONS**

THIS AMENDMENT TO THE AGREEMENT, entered into this first day of July, 2017 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Center to Promote HealthCare Access, Inc. doing business as Social Interest Solutions, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement whereby Contractor provides a local eligibility system using One-e-App Software that supports the San Mateo County Health System's role in conducting outreach , eligibility screening, enrollment and retention in local health coverage programs for eligible low-income residents on May 20, 2014; and

WHEREAS, the parties amended the Agreement on January 26, 2016; and

WHEREAS, the parties amended the Agreement on August 9, 2016; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the agreement by \$112,800 to \$623,141 and change the term to January 1, 2014 through June 30, 2018.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1. "Exhibits and Attachments" of the agreement is amended to read as follows

The following exhibits and attachments are included hereto and incorporated by reference herein :

Exhibit A - Services

Exhibit B - Payments and rates

Exhibit C - Business Associate Addendum

Exhibit D - One-e-App License

Exhibit E - SIS Service Standards as provided in March 2013 Response to the County's

RFP

Exhibit F - Change Order 1 entitled "San Mateo MAGI Medi-Cal Change 2015 Development Estimate SMO-C0-20 1507-1"

Exhibit G - Change Order 2 entitled "Business Requirements Document: One-e-App System Enhancements"

Attachment 1-§504 Compliance

2. Section 3. "Payments" of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment for the applicable services if, other than as a result of any act or failure to act by County or any County employee or agent, the work performed by Contractor materially fail to meet applicable specifications under this Agreement, and Contractor fails to cure such breach within thirty (30) days of written notice from County specifying the breach. Subject to the assumptions and other provisions set forth in Exhibit "B", in no event shall the County's total fiscal obligation under this Agreement with respect to the services specified in Exhibit "A" exceed SIX HUNDRED TWENTY THREE THOUSAND ONE HUNDRED FORTY ONE DOLLARS (\$623,141), other than in connection with liability for any breach by County of this Agreement.

County shall be responsible for any excise, sales, use or other similar tax as required by law, based upon charges or services rendered pursuant to the Agreement, if applicable, any of which may be paid by Contractor on County's behalf and added to County's invoice; provided, however that County shall not be obligated to pay any taxes based on Contractor's net income or property.

Contractor shall invoice County according to the schedule in Exhibit "B". Invoices are due and payable within thirty (30) days of the invoice date. If County does not pay the full amount of the invoice within five (5) days after the delivery to County by Contractor of written notice of delinquency, County shall pay a late charge in the amount of the lesser of (i) 1.5% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, from the date due until paid in full. Without limiting its rights or remedies, Contractor shall have the right to suspend or terminate entirely its Services for cause as referenced in Section 3(b) on thirty (30) days' notice if payment is not received within five (5) days of the date of delivery of the notice of delinquency.

3. Section 4. "Term and Termination" of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2014 through June 30, 2018.

This Agreement may be terminated by either party at any time with cause by giving

written notice to the other party if the other party fails to cure a material breach of this Agreement within thirty days of written notice specifying the breach. This Agreement may also be terminated by County at any time as provided in Section 7 below. This Agreement may be terminated by Contractor by written notice from Contractor's authorized representative, and by County, by written notice from, the Chief of the San Mateo County Health System or his/her designee, at any time after the initial twelve (12) months of the term, without a requirement of good cause, upon sixty (60) days' written notice to the other party.

In the event of termination and provided that County has paid all amounts payable hereunder, any finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement and specifically identified in Exhibit "A" as "County Materials" shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such County Materials. Subject to Section 7 below, upon termination Contractor shall be entitled to receive and retain payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

Upon termination or expiration of this Agreement for any reason, Contractor shall have no further obligation to perform services hereunder, and the rights granted to County in the One-e-App Software and other Contractor Technology shall terminate immediately and without further notice.

The obligations of each party which have been incurred prior to the effective date of termination (including, without limitation, the obligations of County under Section 2) shall continue in full force and effect notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered with respect thereto.

The provisions of Sections 4, 5, 6, 9, 13, 14, 19, 20, 21, 24, 25, 26 and 27 will survive termination or expiration of this Agreement for any reason.

4. Section Exhibit B, letter 'A' of the agreement is amended to read as follows:
 - a. Between January 1, 2014 and June 30, 2016, the Contractor shall be paid a total of THREE HUNDRED THOUSAND DOLLARS (\$300,000) for the basic One-e-App application and Support, TWENTY THOUSAND DOLLARS (\$20,000) for the development of the Temporary ACE Program, SIX THOUSAND DOLLARS (\$6,000) for the File Transfer Process, and THIRTY NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$39,150) for Change Order 1.
 - b. Between July 1, 2016 and June 30, 2017, the Contractor shall be paid a total of THIRTY TWO THOUSAND THREE HUNDRED NINETY ONE DOLLARS (\$32,391) for Change Order 2 as defined in Exhibit A.
 - c. Between July 1, 2016 and June 30, 2017, the Contractor shall be paid a total not

to exceed ONE HUNDRED FORTY FIVE THOUSAND ONE HUNDRED NINETY ONE DOLLARS (\$145,191) for maintenance of the system as denoted in Exhibit A.

- d. Between July 1, 2017 and June 30, 2018 the Contractor shall be paid a total not to exceed ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED DOLLARS (\$112,800) for maintenance of the system as denoted in Exhibit A.f Help Desk, Exhibit A Technical Service Levels, Exhibit A Application Service levels, and Exhibit A Performance Standards.
- e. The total amount of this agreement is not to exceed SIX HUNDRED TWENTY THREE THOUSAND ONE HUNDRED FORTY ONE DOLLARS (\$623,141).

6. Section Exhibit B, letter 'B' of the agreement is amended to read as follows:

- a. Between January 1, 2014 and June 30, 2016 Contractor shall invoice the County on a monthly basis in the amount of TEN THOUSAND DOLLARS (\$10,000) during the term of this Agreement in an amount not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000).
- b. Between January 1, 2014 and June 30, 2016 Contractor shall invoice a onetime TWENTY SIX THOUSAND DOLLAR (\$26,000) charge for the development of the Temporary ACE and File Transfer process on the first billing invoice.
- c. Between January 1, 2014 and June 30, 2016 Contractor shall invoice a one time THIRTY NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$39,150) charge for Change Order 1 on completion of Change Order 1.
- d. Between July 1, 2016 and June 30, 2017 Contractor shall invoice a onetime THIRTY TWO THOUSAND THREE HUNDRED NINETY ONE DOLLARS (\$32,391) charge for Change Order 2 on completion of Change Order 2 as defined in Exhibit A.
- e. Between July 1, 2016 and June 30, 2018 Contractor shall invoice for system maintenance based on the following fee schedule:
 - a. The total payment will be based on the monthly report of enrollment in a program for which the Contractor's One-E-App program serves as the enrollment system of record (this includes ACE, ACE Fee Waiver, Temporary ACE, Discounted Health Care, and Healthy Kids). The monthly report of enrollment is generated by SIS on the first week of the month. The number of monthly enrollees for invoice purposes will be determined by averaging the enrollee count of the three months reports prior to the invoicing month.
 - b. If the total number of consumers enrolled in a program for which the Contractor's One-E-App program serves as the enrollment system of record (this includes ACE, ACE Fee Waiver, Temporary ACE, Discounted Health Care, and Healthy Kids) during the past three months is greater than or equal to 20,000 enrollees per month, the Contractor shall be paid a total of NINE THOUSAND FOUR HUNDRED DOLLARS (\$9,400) for that month.
 - c. If the total number of consumers enrolled in a program for which the Contractor's One-E-App program serves as the enrollment system of record (this includes ACE, ACE Fee Waiver, Temporary ACE,

- Discounted Health Care, and Healthy Kids) during the past three months is greater than or equal to 15,000 but less than 20,000 enrollees per month, the Contractor shall be paid a total of EIGHT THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$8,770) for that month.
- d. If the total number of consumers enrolled in a program for which the Contractor's One-E-App program serves as the enrollment system of record (this includes ACE, ACE Fee Waiver, Temporary ACE, Discounted Health Care, and Healthy Kids) during the past three months is greater than or equal to 10,000 but less than 15,000 enrollees per month, the Contractor shall be paid a total of SIX THOUSAND NINE HUNDRED FIFTY DOLLARS (\$6,950) for that month.
 - e. If the total number of consumers enrolled in a program for which the Contractor's One-E-App program serves as the enrollment system of record (this includes ACE, ACE Fee Waiver, Temporary ACE, Discounted Health Care, and Healthy Kids) during the past three months is greater than or equal to 5,000 but less than 10,000 enrollees per month, the Contractor shall be paid a total of FIVE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$5,550) for that month.
 - f. If the total number of consumers enrolled in a program for which the Contractor's One-E-App program serves as the enrollment system of record (this includes ACE, ACE Fee Waiver, Temporary ACE, Discounted Health Care, and Healthy Kids) during the past three months is greater than or equal to 2,500 but less than 5,000 enrollees per month, the Contractor shall be paid a total of THREE THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS (\$3,765) for that month.
 - g. If the total number of consumers enrolled in a program for which the Contractor's One-E-App program serves as the enrollment system of record (this includes ACE, ACE Fee Waiver, Temporary ACE, Discounted Health Care, and Healthy Kids) during the past three months is less than 2,499 enrollees per month, the Contractor shall be paid a total of THREE THOUSAND TWO HUNDRED FORTY DOLLARS (\$3,240) for that month.

7. **All other terms and conditions of the agreement dated July 12, 2016, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: THE CENTER TO PROMOTE HEALTHCARE ACCESS, INC. doing business as SOCIAL INTEREST SOLUTIONS



Contractor Signature

7/19/17
Date

Loire White, CFO
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board