

**AMENDMENT TO AGREEMENT**  
**BETWEEN THE COUNTY OF SAN MATEO AND NOVIGO SOLUTIONS**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Novigo 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, on January 24, 2017, the parties entered into an Agreement ("the Agreement") for the development and implementation of a new quality assurance review system for the Human Services Agency's Staff Development branch through Resolution No. #075005, in the amount of \$478,000 and for the term of January 24, 2017 through January 23, 2020; and

WHEREAS, the parties amended the Agreement through resolution No. 075686 to allow for the expansion and modernization of HSA's program policy handbooks, and to extend the term through September 23, 2020, and to increase the amount by \$289,000 for a total amount of \$767,000; and

WHEREAS, the parties wish to further amend the Agreement, to expand the Quality Assurance and Review System to include the Employment Services branch, increasing the amount by \$79,274 for a new total Agreement not to exceed \$846,274.

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

- 1. Section C, Payments, of the original 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 in this Agreement, Exhibit A, County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED FORTY-SIX THOUSAND TWO HUNDRED AND SEVENTY FOUR DOLLARS (\$846,274)

2. Exhibit B, **Payment Rates (Quality Assurance System)**, of the Agreement is amended to read as follows:

**Section A. Services**

**Service Payment Table for Employment Service Quality Assurance**

<b>Payment Terms</b>	<b>Milestone</b>
Milestone - 1/Advance	Start of project
Milestone - 2/End of Requirements Gathering	End of Week 2
Milestone - 3/End of Development Sprint 2	End of Week 8
Milestone - 4/Upon Go-Live	End of Week 12
Milestone - 5/End of Free Warranty	End of Week 18
<b>Subtotal - Solution Development</b>	<b>\$55,274</b>
Maintenance & Hosting – Year 1	Start of Week 19 (End of Warranty)
Maintenance & Hosting – Year 2	Start of Week 71
<b>Grand Total</b>	<b>\$79,274</b>

**Section B. Annual Maintenance and Cloud Hosting**

1. Contractor shall invoice County for Cloud Hosting and Maintenance for actual cost incurred based on the rates shown in Maintenance Table. Invoices for Maintenance and Support services shall correspond with County's fiscal year deadline. Contractor shall send one invoice, with separate line item costs for services that are rendered from:

- January 1, 2018 through June 30, 2018 and
- for services rendered between July 1, 2018 and December 31, 2018

#### **Section D. Invoicing and Total Cost of Services**

4. In no event shall services, taxes, fees exceed the total agreement obligation of EIGHT HUNDRED FORTY-SIX THOUSAND TWO HUNDRED AND SEVENTY FOUR DOLLARS (\$846,274).
3. Exhibit B1, **Payment Rates (Handbook)**, of the Agreement is amended to read as follows:

#### **Section B. Annual Maintenance, Cloud Hosting and Cloud Hosting Transition**

1. Contractor shall invoice County for Maintenance, Cloud Hosting and the Cloud Hosting Transition for actual cost incurred based on the terms shown in the Maintenance and Hosting Payment table. Invoices for Maintenance and Support services shall correspond with County's fiscal year deadline. Contractor will separate costs for services that are rendered from:
    - January 1, 2018 through June 30, 2018 and
    - For services rendered between July 1, 2018 and December 31, 2018
4. All other terms and conditions of the Agreement dated **January 24, 2017** and subsequent amendment, 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: NOVIGO SOLUTIONS

_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)
-------------------------------	---------------	---

\_\_\_\_\_

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

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

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

Clerk of Said Board