

**AMENDMENT TWO TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ASSURECARE, LLC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 1<sup>ST</sup> day of DECEMBER, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AssureCare, LLC., 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 for the purpose of maintaining the Q Continuum case management system that support program services in Aging and Adult Services; and

WHEREAS, the parties wish to amend the Agreement to replace Exhibit B (rev. 4/21/2017) with Exhibit B (rev. 10/10/2019)

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

1. Section 2, Paragraph 1 of the agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B (rev. 10/10/2019), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Section 3, Paragraph 1 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 in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (rev. 10/10/2019). 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 ONE MILLION ONE HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$1,115,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Exhibit B (rev. 4/21/2017) is replaced by Exhibit B (rev. 10/10/2019)
4. **All other terms and conditions of the agreement dated December 13, 2016 and last amended April 21, 2017, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

**For Contractor:**

Yousuf Ahmad  
Contractor Signature

12-2-19  
Date

YOUSUF AHMAD  
Contractor Name (please print)

**For County:**

\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Date

Lisa Mancini, Director, Aging & Adult Services  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

**Exhibit B (rev. 10/10/2019)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**Fee Schedule for Q Continuum System – San Mateo Edition – Version 1.1.12**

Service Description	Standard Named User Licenses	Annual Maintenance Service Fee for Existing Licenses	Additional Named User Licenses	Additional Standard Use License Fees	Annual Maintenance & Service Fees for New Licenses	APS/EDA PTS Program Enhancements	TOTAL COST	PAID
2/1/2016 – 6/30/2016	173	N/A		\$15,000	\$1,750		\$16,750	YES
7/1/2016- 6/30/2017	183	\$96,076	10				\$96,075	YES
2/1/2017 - 6/30/2017			13	\$19,500	\$2,844		\$22,344	YES
7/1/2017 – 6/30/2018	196	\$102,900			\$7,200		\$110,100	YES
7/1/2018 – 6/30/2019	196	\$102,900				\$50,000	\$152,900	YES
7/1/2019 – 6/30/2020	196	\$102,900					\$102,900	YES
<b>INTERMEDIATE TOTAL</b>							\$501,069	YES
7/1/2020 – 6/30/2021	196 + TBD	TBC	TBD	TBC	TBC		TBC	--
7/1/2021 – 6/30/2022	196 + TBD	TBC	TBD	TBC	TBC		TBC	--

**Development Support:**

From time to time LICENSEE may request additional enhancements that are not included in the current public release version of the Licensed Software. Licensee and Licensor may negotiate the terms relating to such work under a separate, executed Statement of Work.

## Support Fees:

### Maintenance Support Fees

Customer shall pay an annual maintenance fee to LICENSOR for the telephone support and software updates at the prices shown in Exhibit B.

In the event LICENSOR provides any services beyond telephone support services, LICENSEE shall pay for such services on a time-and-materials basis at a price not to exceed \$250.00/Hr. based on the type of services required. Services shall be defined and agreed to in a separate Statement of Work (SOW) prior to the start of billable work.

LICENSEE shall be responsible for any out of pocket costs incurred by LICENSOR and agreed upon by LICENSEE if provided outside LICENSOR home offices, unless otherwise approved in advance by the Director of Aging and Adult Services.

**Additional Standard User License Fee:** \$1,500/license

**Maintenance and Support Fee per License:** \$525/license

Airfare will be billed according to actual rates; however LICENSOR will fly coach class.

Lodging will be billed according to actual rates; LICENSOR agrees to book economy rate lodging if available.

### Development Support Fees

A separate Statement of Work will be provided for each development request that outlines the deliverables, schedule, and cost.

An estimate of the data conversion effort will be provided after the source data content is received from the LICENSEE.

Payment shall be made by wire to:

Name on Account: AssureCare, LLC

ABA Routing# 042000314

Account# 7027500664

Bank: Fifth Third Bank

Unless otherwise set forth in an applicable Statement of Work all fees are payable in U.S. Dollars. All fees and other charges are due and payable within 30 days from receipt of invoice from LICENSOR. Any late payment shall be subject to any costs of collection (including reasonable legal fees) and shall bear interest at the rate of one and a half percent (1.5%) per month or fraction thereof until paid.