

SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CMC TRAINING AND CONSULTING

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and , 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 professional services on October 21, 2008, and

WHEREAS, the parties entered an Amendment to the Agreement on July 7, 2009, to increase the maximum amount by \$300,000 to a new maximum of \$588,000 (hereinafter referred to as the "First Amendment"); and

WHEREAS, the parties wish to extend the term through June 30, 2011 and increase the maximum amount by \$242,000 to a new maximum of \$830,000:

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

1. Paragraph 3. **Payments** is hereby deleted and replace with the following:
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 if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$830,000).
2. Paragraph 4. **Term and Termination** is hereby deleted and replaced with the following:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 21, 2008 through June 30, 2011.
3. The Amended Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Agreement dated October 21, 2008, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CMC Training and Consulting

Contractor

Date: _____

CMC TRAINING AND CONSULTING
Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide software training services to support the implementation of the eClinical Care Electronic Health Record system ("eCC") for the Behavioral Health and Recovery Services Division ("BHRS") of the San Mateo County Health System.

I. Work Plan and Schedule

Within forty-two (42) days of the Agreement start date, County and Contractor shall finalize a Work Plan and Project Timeline. The final Work Plan and Project Timeline shall be subject to the approval of the Director of BHRS or designee. It is the intention of both parties to expedite the finalization of the Work Plan, and to complete it in less than forty-two (42) days, if possible.

A. Program Goals

1. Develop training curricula that includes goals, objectives, step-by-step instruction, user exercises, and evaluation methods.
2. Develop system help and training support materials – Course, online help, and printed materials, and method(s) of maintaining these materials.
3. Delivery of the course curriculum to end users in classroom trainings.

B. To carry out program goals it is expected that the Work Plan shall include the following items:

1. Training Plan for CMC staff to learn the following BHRS eCC system modules:
 - a. Netsmart Avatar Cal-Practice Management
 - b. Netsmart RADPlus
 - c. Netsmart Avatar Clinical Workstation
 - d. Netsmart Management of Services Organization
 - e. Netsmart Document Management
2. CMC participation in Netsmart staff delivered classes ("Train the Trainer").
3. BHRS workflows, policies and procedures for eCC.
4. Development of training and user support materials including but not limited to computer based training, video, user guide(s), quick reference guide(s), etc.
5. Make and respond to suggestions for changes to training materials and classes.
6. Be available for training and/or assisting super-users
7. Assist with on-site end-user support for "go-live" at clinics

8. Details of creating the core engagement goals. For example, the training materials would include creation and set-up of a context-sensitive Help system. The Help system will include information on how to complete steps, display of or links to relevant Policies and Procedures, as well as clinical decision support information that BHRS feels is needed and relevant.

C. Work Plan and Timeline

1. Contractor will carry out the following engagement goals:
 - a. Curriculum training material development
 - b. Development of support materials
 - c. Classroom training.
 - d. Provide other services as County identifies needs; these services would be primarily, but not solely, limited to list above.
2. To prepare written and oral training materials, Contractor will interview project staff, read Netsmart documentation, conduct County defined interviews and participate in training sessions by provided by Netsmart staff.

The draft timeline below will be used as the basis for refining the Work Plan and deliverables deadlines, and may be amended by mutual written consent of both parties.

Days after start of Agreement	Work Plan Item
10	County identifies staff to be interviewed and relevant documentation to be reviewed.
31	Completion of initial interviews with County and Netsmart staff. Netsmart training to Contractor is delivered. Contractor has reviewed available Netsmart documentation.
42	Contractor and County agree on written Statement of Work, including a list of training materials and deliverables.
180	Contractor delivers written and electronic drafts of materials needed for pilot clinic to train on Practice Management and Clinician Workstation including help screens.
180	Contractor provides pilot training.
181-210	County staff load Help material into system.
190-210	Contractor and County meet to revise training materials and course as necessary.
240-700	Contractor delivers training as needed.
720	Contract expires or is renewed.

3. Contractor shall provide updates to the Work Plan as necessary throughout the Project to accurately reflect the status of activities, tasks, events, services, and projected Schedule for such activities, tasks, events and Services. The Work Plan shall be inclusive of the mutual expectations and work to be performed by County and Contractor in order to complete the engagement successfully. The Work Plan shall cover the main aspects of the work to be performed. It may be revised during the term of the Agreement by mutual written agreement by Contractor and the Director of BHRS or designee.
4. Contractor shall maintain updated copies of the Work Plan in a common area accessible by County.
5. County will perform its obligations in accordance with the Work Plan. Contractor shall not be liable for performance failures which are caused by County's failure to provide resources which County is required to provide as described in the Work Plan.

D. Additional Deliverables

Contractor shall use the Work Plan, the RFP, the Response, the Deliverables for which County has previously granted Acceptance, Contractor's professional knowledge, and this Agreement as the basis of subsequent Deliverables. Contractor shall retain backup copies in writing and on electronic media of all Deliverables until 180 days after termination or expiration of this Agreement and shall provide County on its request with a copy thereof until that time.

E. Documentation

Contractor shall provide Documentation for use in electronic format compatible with Microsoft Corporation's then-generally available Office products and written format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Contractor is providing Services therefore. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. Contractor's Documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this Section by providing County access to its web-based Documentation information, and by providing such information on CD-ROM. Both parties grant the other a nonexclusive, perpetual right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section at no additional charge during the term of this Agreement.

II. Training

A. County Obligations

Trainings shall take place in facilities provided by County. It is anticipated that training locations will be primarily in San Mateo, though training locations in other areas of San Mateo County may be used at the discretion of County. Training equipment shall be provided by County. Training rooms shall provide a computer for each trainee.

County shall coordinate participation of trainees.

B. Contractor Obligations

Contractor staff trainers shall be subject to approval of County. Contractor will prepare at least two personnel to serve as trainer or alternate trainer in the event of unforeseen circumstances. Contractor staff shall deliver the number of training classes as determined by Work Plan during normal County work days and business hours with a class size no greater than 12, except as called out in the Work Plan and Timeline.

III. Administrative Requirements

A. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Behavioral Health and Recovery Services Division, including outcomes and satisfaction measurement instruments.

B. Goals and Objectives

Goal 1: Contractor shall provide written training materials to BHRS in a timely manner.

Objective 1: 95% of specific products will be produced in time frame mutually agreed upon by County and Contractor.

Goal 2: BHRS trainees shall be satisfied with training services.

Objective 1: 90% of BHRS staff will report Contractor training as satisfactory frame mutually agreed upon by County and Contractor.

CMC TRAINING AND CONSULTING
Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. **Payments**

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. **Rates for Services**

For the term October 21, 2008, through June 30, 2011, Contractor will be paid according to the following rates.

Description	Unit	Unit Cost
Curriculum development services	Per hour	\$130
Classroom training	Per hour	\$130
Training consultation services	Per hour	\$125
Travel	Per hour	\$60

Travel costs shall be paid only for direct private automobile transportation by Contractor between separate County sites on the same day.

- B. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$830,000).
- C. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. Contractor shall submit an original signed invoice only (faxes are not accepted), and shall include a summary of services and charges for the month of service. Completion of project deliverables will be identified in the invoice documentation.
- D. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- E. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- F. In the event this Agreement is terminated prior to June 30, 2010, the Contractor shall be paid for services already provided pursuant to this Agreement.
- G. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp.
- H. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

- I. The Director of Health is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.