



Contract Number

20-77 A2

SAP Number

COUNTY ADMINISTRATIVE OFFICE

Department Contract Representative	Steven Raughley
Telephone Number	(909) 387-4812
Contractor	Plante & Moran, PLLC
Contractor Representative	Furney Brown
Telephone Number	(248) 223-3396
Contract Term	February 11, 2020-February 10, 2023
Original Contract Amount	\$630,000
Amendment Amount	\$0
Total Contract Amount	\$630,000
Cost Center	Various

AMENDMENT NO. 2

WHEREAS, on February 11, 2020, the County of San Bernardino, hereafter referred to as "County," and Plante & Moran, PLLC, hereafter referred to as "Consultant," entered into an Agreement for Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act of 2009 Privacy and Security Risk Analysis services ("Agreement"); and

WHEREAS, the initial term of the Agreement was for one year, which was extended for an additional year through February 10, 2022 pursuant to Amendment No. 1; and

WHEREAS, due to the unforeseen impacts of the novel coronavirus pandemic, including several surges of coronavirus cases, affecting the ability of Consultant to timely complete the services under the Agreement and unanticipated staffing impacts to the Consultant, the parties desire to extend the term of the Agreement by an additional one year;

NOW, THEREFORE, effective as of the date this Amendment is fully executed, the County and Consultant mutually agree to amend the Agreement as follows:

1. **Section X. TERM OF AGREEMENT** is deleted in its entirety and replaced with the following:

X. TERM OF AGREEMENT

This Agreement is effective as of February 11, 2020 through February 10, 2023. The Agreement may be terminated earlier in accordance with the provisions of this Agreement.

The County and Consultant each reserve the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall delivery promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

2. All references to "County of San Bernardino" in the Agreement and Amendment No. 1 are amended to read as "San Bernardino County."
3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

PLANTE & MORAN, PLLC

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Raj Patel
(Print or type name of person signing contract)

Title Management Consulting Partner
(Print or Type)

Dated: _____
Address 3000 Town Center, Suite 400
Southfield, MI 48034

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Charles Phan, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____