

AMENDMENT II TO SERVICES AGREEMENT

BETWEEN

HEALTH MONITORING SYSTEMS, INC.

AND

COUNTY OF FRESNO

DATED AUGUST 18, 2016

AMENDMENT II TO SERVICES AGREEMENT

This AMENDMENT (the "Amendment II") is entered into as of August 18, 2016 ("Effective Date") by and between Health Monitoring Systems, Inc., a Pennsylvania corporation ("HMS") and County of Fresno, a political Subdivision of the State of California, ("COUNTY").

RECITALS

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-11-006, effective August 18, 2010, and COUNTY Amendment No. 11-006-1, effective August 18, 2014, hereinafter collectively referred to as "Agreement", whereby HMS and COUNTY, by and through its Department of Public Health (DPH) agreed to implement a public health surveillance system utilizing the Software Technology (the "Surveillance System") that allows Health System Data to be transmitted to the Surveillance System for aggregation and processing to be made available by HMS to COUNTY and related Health System for the display and analysis of such processed and aggregated Health System Data, and

WHEREAS the parties now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants, and conditions, hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement, beginning with Article II "Term", Section 2.1, Page Four (4), be deleted and the following inserted in its place:
 - 2.1a Initial term. The initial term of this Agreement shall begin on the Effective Date of the Agreement and shall end on the date three (3) years after that date, unless terminated earlier in accordance with this Agreement. This Agreement shall be automatically extended for one (1) additional twelve (12) month period ("Additional Term") upon the same terms and conditions herein set forth, unless terminated pursuant to Article IX or written notice of nonrenewal is given by HMS or COUNTY or COUNTY'S DPH Director, or designee, not later than thirty (30) days prior to the close of the current Agreement term.
 - 2.1b Secondary Term. The secondary term of this Agreement shall begin on the Effective Date of this Amendment I and shall end on the date two (2) years after that date unless terminated earlier in accordance with this Agreement. Written notice of non-renewal may be given by either HMS or COUNTY or COUNTY'S DPH Director or designee, no later than thirty (30) days prior to the close of the current Agreement term.
 - 2.1c Third Term. This third term of this Agreement shall begin on the Effective Date of this Amendment II and shall end on the date two (2) years after that date unless terminated earlier in accordance with this Agreement.
2. That the existing COUNTY Amendment I beginning with Article XII "Disclosure of Self-Dealing Transactions", Section 8, Page Eleven (11), be deleted and the following

inserted in its place:

ARTICLE XII

12. Disclosure of Self-Dealing Transactions

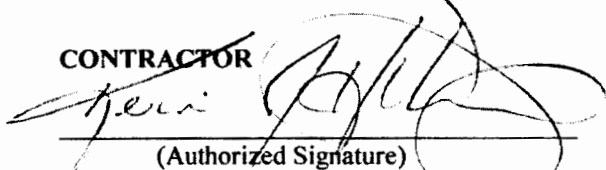
This provision is only applicable if HMS is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, HMS changes its status to operate as a corporation.

Members of HMS's Board of Directors shall disclose any self-dealing transactions that they are a party to while HMS is providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which HMS is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a *Self Dealing Transaction Disclosure Form* as identified in Exhibit B, attached hereto and by this reference incorporated herein, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

3. Except as otherwise provided in this Amendment II, all other provisions of the Agreement remain unchanged and in full force and effect. This Amendment II shall become effective upon execution.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No. A-11-006 as of the day and year first hereinabove written.

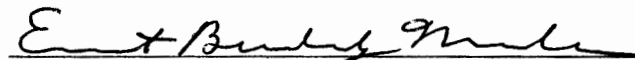
CONTRACTOR


(Authorized Signature)

Kevin Hutchison, CEO
Print Name & Title
700 River Avenue STE 100
Pittsburg, PA 15212
Mailing Address

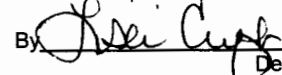
DATE: 7/5/2016

COUNTY OF FRESNO

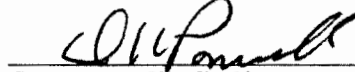

Chairman, Board of Supervisors

ATTEST:

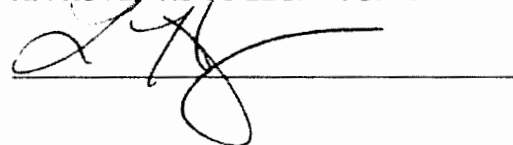
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By  Deputy

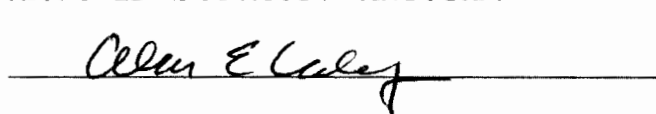
DATE: Aug 9, 2016
REVIEWED & RECOMMENDED FOR APPROVAL


Department Head's Signature

APPROVED AS TO LEGAL FORM



APPROVED AS TO ACCOUNTING FORM



FOR ACCOUNTING USE ONLY

Fund/Subclass: 0001/10000
ORG No: 56201621
Account No.: 7295

EXHIBIT B

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the Corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	