

EXHIBIT 1
TO AMENDMENT # 2

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

Amendment One

**Agreement between the SAN BENITO COUNTY HEALTH & HUMAN SERVICES and CALIFORNIA
INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS (CIBHS)**

SERVICE REQUIREMENTS

I. SERVICE PROVIDER

Facility Name: California Institute for Behavioral Health Solutions
Street Address: 2125 19th Street – Second Floor
City and Zip Code: Sacramento, CA 95818
Contact: Rick Goscha - RGoscha@cibhs.org

II. SERVICE RECIPIENT

Name and Title: James Rydingsword
Organization: San Benito County Health & Human Services
Street Address: 1111 San Felipe Road, #206
City and Zip Codes: Hollister, CA 95023

III. OVERVIEW

Amendment One CIBHS will provide the following addition training activities for three counties (Mariposa, Plumas, San Benito) participating in the Small County Whole Person Care Learning Collaborative.

Scope of Work:

The Small County Whole Person Care Learning Collaborative for the above three counties will include:

One (1) one-hour webinar on the Strengths Model
One (1) one-day, in-person workshop on using the Strengths Assessment to inform the client plan
Up to four (4) follow-up consulting calls to provide feedback and guidance on initial Strengths Assessments

IV. Other Terms and Conditions

a. Debarment. CIBHS agrees on behalf of itself and its employees and agents (a) to comply with all federal, state and local statutes/regulations relating to the provision of services under this Agreement; and (b) that neither CIMHS nor its principals or officers are currently suspended or debarred from doing business with the United States government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, Travis County or the City of Austin; and (c) that CIBHS has the resources and full power and authority to enter into and perform this Agreement.

V. Compensation

\$3,500 flat fee that includes a one-hour webinar, one-day, in-person workshop, and up to four consultation calls. All travel expenses and preparation of materials is included in the flat fee.

VI. Payment

Upon receipt of an invoice presented by CIBHS, San Benito County Health & Human Services agrees to pay THREE THOUSAND-FIVE HUNDRED DOLLARS (\$3,500.00).

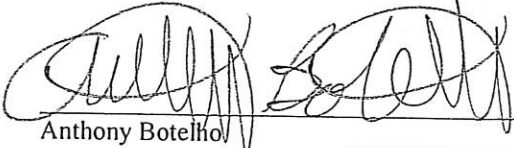
VII. IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives:

California Institute for Behavioral Health
Solutions (CIBHS):



Percy Howard, III, LCSW
President & CEO

4-10-18
Date

San Benito County Health & Human Services:


Anthony Botelho
Chair

5/22/18
Date

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

DEPUTY COUNTY COUNSEL DATE 4-19-18



FULLY EXECUTED

**IMPROVEMENT AND INNOVATION THROUGH DATA (IITD)
IMPLEMENTATION AND TRAINING AGREEMENT
SMALL COUNTY WHOLE PERSON CARE COLLABORATIVE
AND**

THE CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS

Project# 3660 Scope
Contact# 001001
SO#: 1343

THIS AGREEMENT is made and entered into effective 8/1/17 by and between The **California Institute for Behavioral Health Solutions (CIBHS)**, a public interest corporation, having its principal place of business at 2125 19th St., 2nd Floor, Sacramento, CA 95818, and **San Benito County Health and Human Services Agency**, on behalf of the **Small County Whole Person Care Collaborative** with offices located at 1111 San Felipe Road, Suite 206, Hollister, CA 95023, hereafter referred to as "Agency."

Whereas, CIBHS has the expertise to provide implementation, training and support activities to Agency/County staff in the Improvement and Innovation through Data (IITD) model and the Agency wishes to have its staff trained by CIBHS, Parties agree that for sufficient consideration described below, that implementation, training and support will occur as follows:

PRODUCT DESCRIPTION:

Improvement and Innovation Through Data (IITD) is a three-pronged approach created by CIBHS to assist county behavioral health systems' abilities to collect, improve and analyze client data and to use it in a meaningful way for client improvement. IITD includes: (1) a uniquely flexible, web-based data system; (2) a robust implementation method; (3) training on use of data in clinical practice. The web-based system was developed in partnership with eCenter Research, Inc. and is known as electronic Behavioral Health Solutions (eBHS).

Participating counties or agencies receive login rights to eBHS to upload information, interact with data, review dashboards and reports, and receive trainings, which are the deliverables that are the result of CIBHS services defined in this scope of work.

All data collected by CIBHS for a given agency and entered into the eBHS system can be exported from within the system into a .csv / excel for a complete record of all data collected.

The Data Integrity and Security Model has been fully vetted by DHCS, is HIPAA Compliant, hosted on Amazon Web Services, is covered under the CIBHS CyberSecurity Policy, and undergoes periodic security reviews and Security Risk Analysis as required by California and Federal Regulations.

SCOPE OF WORK:

CIBHS will provide implementation, training and support activities for IITD by using the Community Development Team (CDT), electronic Behavioral Health Solutions (eBHS), and Feedback Informed Treatment. The IITD model will include pre-implementation planning, implementation supports, Teleconference Consultation, customized web-based data platform access, data collection, interpretation and use training as follows:

Phase I – Year One

Phase I of IITD is designed to offer pre-implementation planning, implementation, and sustained implementation support to improve and analyze client data and to use it in a meaningful way for client improvement. Additionally, Phase I provides support to sites to effectively navigate the data system, understand how to interpret and utilize in-vivo outcomes data to improve behavioral health treatment, and sustaining the use of data long-term so that it becomes a systemic part of clinical practice.

- IITD Introductory meeting
- IITD Pre-Implementation Planning
 - Integrating into Agency services
 - Staffing
 - Administrative Oversight
 - Data Crosswalk meeting with eCenter
 - Develop Program Performance Dashboard Outcome Report Template
 - Develop Individual Client Dashboard Template
 - Simple customized data collections: (up to 2.5 days of coding)
 - User Participation in CIBHS implementation Webinar (2-hour webinar)
- Implementation:
 - eBHS (one-half day of training)
 - eBHS technical assistance calls monthly for six months
 - Feedback Informed Treatment (FIT) (One day of training)
 - Data use calls (monthly calls for practitioners)
- “Go Live”
 - Site licensed for use of eBHS
- Monitor and support
 - Administrator calls (monthly calls for administrators)
 - Individual technical assistance
 - Booster training (one-half day of training)
 - System help desk

Phase II – Year Two

Phase II of IITD (and on-going), is designed for the continuance of client data to be used for client improvement, to effectively navigate the data system, and understand how to interpret and utilize in-vivo outcomes data to improve behavioral health treatment. Sustainability of the use of data long-term becomes a systemic part of clinical practice.

- Site licensed for use of eBHS
- Program Performance Dashboard Report Updates
- Monitor and Support
 - Administrator calls (monthly calls for administrators)
 - Individual technical assistance
- System help desk

TERMS OF CONTRACT:

The schedule for completion shall be 48 months from the effective date of the agreement, and Phase II is renewable annually. The dates of the agreement are: August 1, 2017-July 31, 2021.

See schedule A for General Terms and Conditions

COMPENSATION AND TERMS OF PAYMENT:

See Schedule B for Schedule of Charges and Payments.

In the event of early termination of the agreement, Agency will be responsible for those IITD fees and expenses incurred up to the point of time that the agreement is terminated.

In the event of staff turnover during the contract, the Agency may incur additional costs for training of new staff. Any additional costs and scope of work must be agreed to in writing by both parties. See Schedule B for pricing.

TERMINATION

Either party may terminate this Agreement upon written notice received 30 days in advance of termination.

Notice to CIBHS is to be sent via certified U.S. Mail to:

Percy Howard, LCSW
Interim CEO
California Institute for Behavioral Health Solutions
2125 19th Street, 2nd Floor
Sacramento, CA 95818

Notice to the Agency is to be sent via certified U.S. Mail to:

Mr. James A. Rydingsword, HHSA Director
San Benito County Health and Human Services Agency
1111 San Felipe Road, #206 , Hollister, CA 95023
(831) 636-4180
Jrydingsword@cosb.us

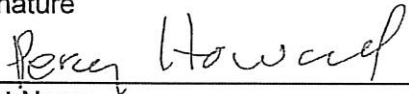
IN WITNESS, WHEREOF, the parties hereto have executed this Agreement shown opposite their respective signatures.

California Institute for Behavioral Health Solutions

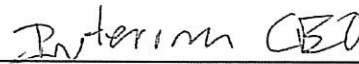
**Percy Howard, LCSW
Interim CEO**



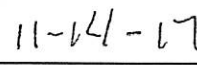
Signature



Print Name



Title



Date

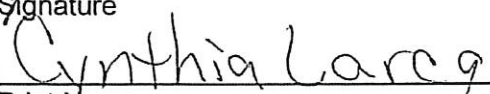
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Tax I.D. Number

San Benito County Health and Human Services Agency (on behalf of the Small County Whole Person Care Collaborative)



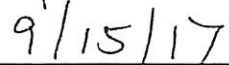
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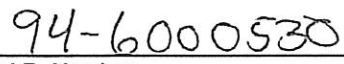
Print Name



Title



Date



Tax I.D. Number

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

 8-29-17
DEPUTY COUNTY COUNSEL DATE

SCHEDULE A: GENERAL TERMS AND CONDITIONS

1.0 Definitions

- 1.1 *Acceptance:* The CIBHS Solutions shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the CIBHS Solutions is in compliance with all requirements specified in this Agreement; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during the Test Period; or (c) use of the CIBHS Solutions by County in a Solutions environment for at least thirty (30) days.
- 1.2 *Acceptance Plan:* A description of the criteria for final Acceptance of the CIBHS Solutions and the procedure by which Acceptance will be demonstrated and documented, which shall be delivered as a component of the Implementation Plan document. Unless otherwise provided for in this Agreement or agreed upon in writing by both Parties, acceptance testing will be performed on County's site, on County's equipment.
- 1.3 *Agreement:* This Agreement, all Schedules, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.4 *Authorized Representative:* The person or persons authorized by County to work with Contractor to implement changes to the CIBHS Solutions, submit CIBHS Solutions issues to Contractor to resolve, and authorize Contractor to make changes to the list of Users who can use the CIBHS Solutions.
- 1.5 *CIBHS Solutions:* See Scope of Work.
- 1.6 *Compliance Update:* A change made to the CIBHS Solutions to reflect a mandated change in the applicable law.
- 1.7 *Computer System:* The desktop hardware and software components and programs that are used by County in conjunction with the CIBHS Solutions.
- 1.8 *Confidential Information:* Any and all other confidential and/or proprietary information provided by a Party ("Discloser") to the other Party ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, Solution, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the CIBHS Solutions and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (a) Recipient knew before Discloser provided it; (b) which has become publicly known through no wrongful act of Recipient; (c) which Recipient developed independently, as evidenced by appropriate Documentation; or, (d) of which Recipient becomes aware from any third person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9 *Copyrights:* Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.10 *Consulting Services:* The Contractor consulting services as set forth in the applicable SOW.

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- 1.11 *Customization*: Any improvement, derivation, extension or other change to the CIBHS Solutions made by Contractor at the request of County, including any that result from the joint efforts or collaboration of Contractor and County.
- 1.12 *Data*: All data entered or used by County in order to use the CIBHS Solutions, including but not limited to user account data and the data for which the CIBHS Solutions is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.13 *Deliverables*: Those components, milestones, and/or materials, including, without limitation, the CIBHS Solutions, Documentation, maintenance modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Contractor or Deliverables required from County.
- 1.14 *Derivatives*: Any and all adaptations, Enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.
- 1.15 *Documentation*: Standard user publications relating to use of the CIBHS Solutions, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.16 *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of County, or any other person under the direction or control of County that uses the CIBHS Solutions to perform certain functions or tasks as required by County.
- 1.17 *Enhancement*: A change or addition, other than maintenance modifications, to CIBHS Solutions and related Documentation, including, without limitation, all new Releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Solutions.
- 1.18 *Error*: Either (a) any error or defect resulting from an incorrect functioning of CIBHS Solutions caused by the CIBHS Solutions' failure to meet Specifications therefor; or, (b) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the CIBHS Solutions and/or the Documentation to meet the Specifications therefor.
- 1.19 *Error Correction*: Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the CIBHS Solutions, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the CIBHS Solutions, eliminates the practical adverse effect of an Error on County. Temporary repair may be made permanent and released in Subsequent Releases of the CIBHS Solutions.
- 1.20 *"Final Acceptance"*: Defined as (a) the successful completion of all Deliverables and following the CIBHS Solutions Acceptance process (as set forth in this Agreement), and (b) the final delivered CIBHS Solutions fully implemented in County's live environment.
- 1.21 *Hardware*: The Computer System components and equipment, other than the CIBHS Solutions and Third-Party Software Solutions.
- 1.22 *Implementation Plan*: That Deliverable, provided by Contractor, that includes the specific tasks and Deliverables required for the implementation of the identified work, and the specific dates for completion thereof.
- 1.23 *Intellectual Property*: Trade secrets, Copyrights, Derivatives, Documentation, Patents, CIBHS Solutions, technical information, technology, and any and all proprietary rights relating to any of the foregoing.
- 1.24 *New Solutions*: Any change or addition to CIBHS Solutions and/or related Documentation that: (a) has a value or utility separate from the use of the CIBHS Solutions and Documentation; (b) as a practical matter, may be priced and offered separately from the

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CIBHS Solutions and Documentation; and, (c) is not made available to Contractor's licensees generally without separate charge.

- 1.25 *Notice of Completion:* A written notice from Contractor stating that delivery, installation and implementation of all CIBHS Solutions at County's site has been completed and that the CIBHS Solutions is available for acceptance testing.
- 1.26 *Party:* Either Contractor or County, and "Parties" means both of the same.
- 1.27 *Patents:* All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.28 *Release:* Means a version of the CIBHS Solutions denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.29 *Seat:* A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the CIBHS Solutions.
- 1.30 *Site:* A single physical location and single database for which the CIBHS Solutions is licensed. The number of Sites for which County is licensed to use the CIBHS Solutions shall be specified in the applicable Schedule.
- 1.31 *Specifications:* The functional, operational, and performance characteristics of the CIBHS Solutions as described in Contractor's current published Documentation.
- 1.32 *Statement of Work or SOW:* A statement of work executed by parties that describes the services to be provided by Contractor to County under this Agreement.
- 1.33 *Subsequent Release:* A Release of the CIBHS Solutions for use in a particular operating environment which supersedes the CIBHS Solutions. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified CIBHS Solutions. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.34 *Support Services:* Those support services provided by Contractor as described in the applicable SOW.
- 1.35 *Test Period:* The thirty (30) day period following: (a) County's receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of Acceptance testing.
- 1.36 *Third Party Software Solutions:* Third party software utilized in tandem with the CIBHS Solutions, and necessary to enable the CIBHS Solutions to perform the Specifications, supplied by Contractor with the CIBHS Solutions or acquired directly by County on the advice of Contractor.
- 1.37 *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.
- 1.38 *Update:* A revision of the CIBHS Solutions released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include any New Solutions or added features for which Contractor generally imposes a separate charge.

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- 1.39 *Upgrade*: Either an Enhancement to the CIBHS Solutions code to add new features or functions to the CIBHS Solutions or software programming revisions containing corrections to Error Corrections that have been reported by users or discovered by Contractor. Upgrades include revisions that are made to the CIBHS Solutions to conform to a newer version of the operating system software.
- 1.40 *Users*: People who, in accordance with the terms of this Agreement, are authorized by County's Authorized Representatives to access the CIBHS Solutions for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.41 *Version*: A new version of the CIBHS Solutions that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").

2.0 Notices

This Agreement shall be managed and administered on behalf of the respective Parties by the individuals identified below. All invoices shall be submitted to and approved by County's representative so identified. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed to said Party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

Contact Person:

Shoshana Zatz
Associate
CIBHS
2125 19th Street
Sacramento, CA 95818
(916) 379-5341
szatz@cibhs.org

Contact Person:

Mr. James A. Rydingsword,
HHSA Director
San Benito County Health and
Human Services Agency
1111 San Felipe Road, #206
Hollister, CA 95023
(831) 636-4180
Jrydingsword@cosb.us

3.0 Standard of Performance

CIBHS represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All CIBHS Solutions and Solutions of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on County's premises, shall comply with County's regulations regarding security, safety and professional conduct.

Subject to the terms and conditions of this Agreement, Contractor will provide to County the Support Services, the Consulting Services and such other services agreed by the Parties in applicable SOWs. SOWs shall be deemed incorporated herein. Services are only for County's internal use. County may not use the services to supply any consulting, training or support services to any third party. All services delivered under this Agreement are deemed accepted by County upon delivery.

4.0 Contractor as Independent

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In providing the CIBHS Solutions and services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

5.0 Indemnification

5.1 General

Each Party shall defend, indemnify and save harmless the other Party, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments damages, losses or expenses (including, without limitation, defense costs and attorney fees of litigation) arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the indemnifying Party or its agents or employees or other independent contractors directly responsible to it, except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the other Party. With respect to any and all liabilities, claims, demands, judgments damages, losses or expenses arising from the joint or concurrent negligence of Contractor and County, each Party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction. Each Party's obligation to indemnify the other Party is contingent upon the other Party giving prompt notice to such indemnifying Party of any claims, permitting the indemnifying Party to defend, compromise, or settle any claim, and cooperate with the defense of any such claim. Each Party shall notify the other Party immediately in the event of any accident or injury arising out of or in connection with this Agreement.

5.2 Intellectual Property

- a. Notwithstanding any language contained herein to the contrary, Contractor warrants that the CIBHS Solutions does not infringe upon or violate any Patent, Copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Except as otherwise provided, Contractor, at its own expense, will defend, indemnify and hold County harmless from any claim made or threatened or any suit or proceeding brought against County insofar as it is based on an allegation that the CIBHS Solutions furnished by Contractor under this Agreement infringes any Copyright or Patent in existence on the date the CIBHS Solutions was initially provided to County, but only if County does all of the following:
 - i. notifies Contractor of that action in writing within a reasonable period of time (such that Contractor suffers no prejudice to its rights);
 - ii. gives Contractor the right to control and direct the defense and settlement of that action;
 - iii. makes no compromise, settlement, or admission of liability; and
 - iv. provides reasonable assistance and cooperates in the defense of that action at Contractor's reasonable expense.
- b. Subject to the limitations set forth in this Agreement, Contractor shall pay any resulting damages, costs and expenses finally awarded to a third party, including, but not limited to, reasonable legal fees, incurred as a result of the CIBHS infringement of a Copyright or Patent right. Contractor will have no responsibility for the settlement of any claim, suit, or proceeding made by County without Contractor's prior written approval.
- c. If the CIBHS Solutions is held to infringe, and the use of the CIBHS Solutions is enjoined, Contractor, at its expense, will do one of the following:
 - i. procure for County the right to continue using the infringing or potentially infringing CIBHS Solutions;

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- ii. replace the infringing or potentially infringing CIBHS Solutions with non-infringing CIBHS Solutions; or
- iii. modify the infringing or potentially infringing CIBHS Solutions so that it becomes non-infringing.
- iv. If none of the foregoing remedies are commercially feasible, Contractor will return to County the initial user fee actually paid by County to Contractor under this Agreement, and upon such a return, any users granted to County for the CIBHS Solutions shall terminate immediately.

6.0 Insurance

During the performance of this Agreement, each Party shall maintain in full force and effect the following insurance coverages:

- 6.1 Commercial General Liability Insurance: Each Party shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
 - a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.
 - b. A provision that said insurance shall be primary and other insurance maintained by a Party shall be excess only and not contributing with such Party's insurance; and
 - c. A provision that said insurance shall provide for thirty (30) days written notice to the other Party of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium). Upon receipt of such notice, the other Party will provide the terminating Party in writing a notice that the terminating Party has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that terminating Party's failure to do so will constitute default under the terms of this Agreement.
- 6.2 Cyber Liability Insurance: Without limiting any of the obligations or liabilities of a Party, each Party shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, Cyber Liability insurance in an amount of no less than \$1,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.[CHECK WITH INSURANCE CARRIER IF COMMERCIAL GENERAL LIABILITY INSURANCE ALREADY COVERS CYBER LIABILITY]
- 6.3 Worker's Compensation: Before commencing to utilize employees in providing services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. Contractor shall maintain said policy or self-insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.
- 6.4 Miscellaneous Insurance Provisions: All policies of insurance required by this Agreement shall remain in full force and effect throughout the term of this Agreement and shall be payable on a "per occurrence" basis unless the other Party specifically consents to "claims made" coverage.

At all times, a Party shall keep and maintain in full force and effect throughout the duration of this Agreement, policies of insurance required by this Agreement which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, each Party shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this Agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which the non-breaching Party may elect to suspend payments hereunder, or terminate this Agreement, or both.

7.0 Ownership of Data

County is and shall be the owner of the following items incidental to this Agreement upon CIBHS Solutions, whether or not completed: all Data collected, and any material necessary for the practical use of the Data from the time of collection and/or CIBHS Solutions whether or not performance under this Agreement is completed or terminated prior to completion, except for CIBHS Solutions which shall be used as provided in this Agreement. Contractor shall not release any materials under this section without prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to Copyright in the United States or in any other country except as provided in this Agreement. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, Data, documents or other similar materials prepared under this Agreement, except for the CIBHS Solutions and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Agreement.

8.0 Assignment and Subcontracting

Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Agreement are personal to County and Contractor. They may not be transferred, subcontracted, or assigned without the prior written consent of both Parties.

Each Party shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at to the extent such insurance provisions are required of a Party under this Agreement. Failure of a Party to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which the non-breaching Party may elect to suspend payments hereunder, or terminate this Agreement, or both.

9.1 Confidentiality

The Parties hereto acknowledge that information obtained about the other Party pursuant to this Agreement may include Confidential Information. Each Party agrees not to use Confidential information except in accordance with the terms of this Agreement or any other agreements between the Parties, and not to disclose Confidential Information to any third parties without the prior written consent of the other Party, except as required by law. The Parties agree that the Confidential Information does not include any information which, at the time of disclosure, is generally known by the public. County shall make no attempt to reverse compile, disassemble, or otherwise reverse engineer the CIBHS Solutions or any portion thereof. These obligations of confidentiality shall survive termination of the user agreement provided hereunder and this Agreement.

To the extent required by the Health Insurance Portability and Accountability Act of 1996 and regulations related to privacy promulgated there under (the "Privacy Standard"), and notwithstanding anything to the contrary herein, Contractor will maintain the confidentiality of

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Protected Health Information or PHI (as defined by the Privacy Standard) made available to or obtained by Contractor as a result of this Agreement and will comply with applicable requirements of the Privacy Standard. Specifically, Contractor will:

- a. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law (as such term is defined by the Privacy Standard);
- b. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- c. Report to County any use or disclosure of PHI not provided for by this Agreement of which Contractor becomes aware;
- d. Ensure that any agent, including a subcontractor to whom Contractor provides PHI received from, or created or received by County on behalf of, Customer, agrees in writing to the provisions of this Agreement;
- e. Mitigate, to the extent practicable, the harmful effect of any use or disclosure of PHI not permitted by this Agreement;
- f. Upon expiration or termination of this Agreement, return to County or destroy all PHI received from, or created or received on behalf of, County (including all copies thereof) then in Contractor's possession or under its control; or if, return or destruction is not feasible, provide County with written notice in which Contractor describes why return or destruction is not feasible and agree in writing to extend the protections of this Section to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

Contractor agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA.

10.0 Warranty

Contractor warrants the CIBHS Solutions shall operate in all material respects as specified in the Contractor-provided Documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then Contractor warrants the CIBHS Solutions to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the CIBHS Solutions does not contain any disabling devices that would allow Contractor to terminate operation of the CIBHS Solutions. Contractor further warrants that, to the best of its knowledge, the CIBHS Solutions does not contain any malicious code or components such as viruses, malware or spyware. Contractor warrants as follows for all Customization made by Contractor for County: (a) and (b) all Customizations will be preserved and will remain functional in any future CIBHS Solutions Versions, revisions, or Updates provided by Contractor. These provisions shall apply for as long as County is covered by Contractor's maintenance agreement.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE CIBHS SOLUTIONS WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE CIBHS SOLUTIONS CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES CONTRACTOR MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT.

CONTRACTOR'S LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE CIBHS SOLUTIONS BY COUNTY SHALL BE ABSOLUTELY LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY COUNTY AND SHALL NOT EXCEED THE FEES PAID BY COUNTY WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTH IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. THIS LIMITATION OF CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN

CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF CONTRACTOR ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE CIBHS SOLUTIONS.

Unless otherwise stated in the applicable Schedule, Contractor shall not be liable for, and County hereby assumes the risk of and shall indemnify and hold harmless Contractor against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by County in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by County to perform services in connection with the CIBHS Solutions.

11.0 Nondiscrimination and Compliance with Laws

In providing services hereunder, Contractor agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the Term of this Agreement all user permits required by law.

12.0 Intellectual Property

County acknowledges that Contractor owns all right, title and interest in and to the CIBHS Solutions, the Documentation, and other information relating thereto, including all Patents, Trademarks, Copyrights, trade secrets and other Intellectual Property rights. No rights, other than those granted pursuant to the user agreement set forth in this Agreement, are transferred to County.

13.0 Conflict of Interest

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar CIBHS Solutions and services to other entities.

14.0 Responsibilities of County

County shall provide all information reasonably necessary to Contractor in performing the services provided herein. Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

15.0 Technology Life Expectancy

County understands, acknowledges, and agrees that the technology upon which the CIBHS Solutions and services are based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the CIBHS Solutions and Services to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the CIBHS Solutions and Services provided to County under this Agreement or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the CIBHS Solutions and Services, in response to changes to determine whether Upgrades are advised. County is solely responsible for all costs associated with such future resources and Upgrades.

16.0 Term and Termination

- 16.1 The initial term (the "Initial Term") of this Agreement shall commence upon execution by both Parties (hereinafter the "Effective Date") and unless sooner terminated in accordance with this Agreement, shall continue until [forty-eight months] following the Effective Date.

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Upon expiration of the Initial Term, this Agreement will automatically renew for successive periods of three (3) years (each, a "Renewal Term"), unless County gives Contractor written notice at least ninety (90) days prior to the expiration date of the applicable Initial Term or the then current Renewal Term that this Agreement will not be renewed beyond the current Term. The Initial Term and the Renewal Terms are herein collectively referred to as "Term."

16.2 Termination by County

- a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the material failure of Contractor to fulfill the obligations hereunder. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs that the disentanglement provision under Section 16.4 shall be invoked), and shall deliver to County all Data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
- b. For Convenience: County may, by written notice stating the extent and effective date of termination, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall be paid the value of the services rendered by Contractor based on the rates set forth in this Agreement. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- c. For Cause: Should Contractor materially default in the performance of this Agreement or materially breach any of its provisions, County may elect to immediately suspend payments or terminate this Agreement, or both, without notice.

16.3 Termination by Contractor

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Convenience: Contractor may, by advanced written notice stating the extent and effective date of termination, terminate this Agreement in whole or in part at any time.
- c. For Cause: Should County materially default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

16.4 Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including

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but not limited to Data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all Work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or County's designee. All Contractor work done as part of the disentanglement shall be performed by Contractor and will be reimbursed by County at Contractor's rates as set forth in this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by this Agreement. Contractor's obligation to provide the services shall not cease until the earlier of the following: a) the disentanglement is completed to County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current term of this Agreement.. Return, Transfer and Removal of Data and other Assets

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's Data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee.

16.5 Effect of Termination: Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the CIBHS Solutions user agreement to County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. If County terminates this Agreement prior to the payment of all CIBHS Solutions user fees, or if County is in breach of this Agreement, County shall immediately cease using the CIBHS Solutions and shall either destroy or return the original and all copies, in whole or in part, in any form, of the CIBHS Solutions and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement shall survive termination of this Agreement.

17.0 Dispute Resolution

If a dispute, controversy, or claim arises between the Parties relating to this Agreement, the Parties shall promptly notify one another of the dispute in writing. Each Party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a Party of such written notice and shall attempt to resolve the dispute within fifteen (15) days. Any unresolved issues shall then be submitted by the parties to binding arbitration by a single arbitrator appointed by the American Arbitration Association ("Association") in accordance with the Association's commercial arbitration rules then in effect (as expressly modified by this Section). The arbitration shall take place in the State of California. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction. The parties shall use their best efforts to commence the arbitration proceeding within twenty (20) business days after the failure of the informal settlement procedures above. Depositions may be taken and discovery obtained in any such arbitration proceedings as provided in Sections 1283.05 and 1283.1 of the Code of Civil Procedure of the State of California. During such arbitration, each party shall be responsible for its own legal fees and expenses. These provisions shall survive the termination of this agreement, regardless, of the cause of such termination.

18.0 Compliance with Public Records Law

All information County receives from Contractor, whether received in connection with Contractor's proposal or in connection with any services performed by Contractor, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if

any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to County, County shall give notice of Contractor of any request for disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with County, satisfactory to the County counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "Confidential" designation of such information.

Contractor and County understand and agree that any failure by Contractor to respond to the notice provided by County and/or to enter into an agreement with County, in accordance with the provisions above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "Confidential" by Contractor, and County shall disclose such information pursuant to applicable procedures required by the Public Records Act.

19.0 Books of Record and Audit Provision

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days' notice; said audit rights may only be exercised by County once every calendar year.

20.0 Taxes

County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, County agrees to promptly reimburse Contractor for the full value of such paid taxes plus interest and penalty, if any. (The fees set forth in Schedule E do not include any amounts for sales taxes, as it is anticipated that all related materials will be provided by Contractor by electronic delivery.)

21.0 Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Mariposa, San Benito and Plumas Counties in California which Contractor's main office is located.

22.0 Compliance with Applicable Laws

Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services to be provided by this Agreement.

23.0 Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each Party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which breach would have a material effect hereon.

24.0 Section Headings

The headings of the several sections of this Schedule and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

25.0 Severability

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26.0 Amendment and Waivers

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

27.0 Force Majeure

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either Party to perform their responsibilities under this Agreement, the nonperforming Party shall give immediate written notice to the other Party to explain the cause and probable duration of any such nonperformance.

SCHEDULE B—SCHEDULE OF CHARGES AND PAYMENTS

1.0 Fees

Small County Whole Person Care Collaborative Fees for IITD fall into two categories: **One-time costs** for custom development services and **Annual payments for ongoing use of the platform**. It is assumed that **Mariposa, San Benito and Plumas Counties** have computer/laptop and high-speed Internet access for each eBHS user. Total costs: \$194,760 first year, \$79,800 second year, and \$75,000 annually thereafter.

See attached fee schedule table.

2.0 Payments

- 2.1 Unless otherwise specified in this Agreement, the contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of County's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes user fees, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.
- 2.2 Any cost adjustments to this Agreement must be agreed upon by the Parties by amending this Agreement. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this Agreement through the Change Request process.
- 2.3 Payment will be made by County upon 30 days from receipt by County of invoices from Contractor.
- 2.4 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.

3.0 Taxes

The fees set forth in this Agreement do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Contractor will not submit an invoice nor will Contractor collect such taxes from County.

Small County Whole Person Care Collaborative Total Fees: Year One

	Mariposa	Plumas	San Benito	Total Fees One	Year
SET-UP FEES					
System Set-up/Proj. Mgmt. Support and training	\$14,900	\$14,900	\$14,900	\$44,700	
IITD Implementation Costs (Including Training)	\$21,440	\$21,440	\$21,440	\$64,320	
Integration with EHR (\$4,800/provider)*****	\$14,400	\$14,400	\$0	\$28,800	
TOTAL	\$50,740	\$50,740	\$36,340	\$137,820	
ANNUAL FEES					
User Fees (10 users) (Year one also)	\$3,660	\$3,660	\$3,660	\$10,980	
Additional User Fees (Year one also)*	\$0	\$0	\$0	\$0	
Proj. Mgmt. Support (After Year One)	\$0	\$0	\$0	\$0	
TOTAL	\$3,660	\$3,660	\$3,660	\$10,980	
CUSTOMIZATION FEES					
Simple collections/reports (\$3,800/collection) **	\$7,660	\$7,660	\$7,660	\$22,980	
Complex collection/report (\$7660/collection) ***	\$7,660	\$7,660	\$7,660	\$22,980	
System Enhancements (TBD by eCenter)	\$0	\$0	\$0	\$0	
TOTAL	\$15,320	\$15,320	\$15,320	\$45,960	
SPECIAL SUPPORT - HOURLY FEES					
System Review (200/hr)	\$0	\$0	\$0	\$0	
Highly complex set-up (200/hr)	\$0	\$0	\$0	\$0	
TOTAL	\$0	\$0	\$0	\$0	
Total Year 1:	\$69,720	\$69,720	\$55,320	\$194,760	

Notes:

* \$500/additional user (annually)

**\$3,800/additional simple collection. Maximum of 5 reports

***\$7,600/additional complex collection, Maximum of 5 reports

****Each EHR linkage should require no more than 4 days.

*****Noted that there will be additional costs

Small County Whole Person Care Collaborative Total Fees: Years Two and Three and Ongoing Annually

	Mariposa	Plumas	San Benito	Total Fees Year Two	Total Fees and Ongoing
SET-UP FEES					
System Set-up/Proj. Mgmt. Support and training					
IITD Implementation Costs (Including Training)					
Integration with EHR (\$4,800/provider) ****			\$4,800	\$4,800	
TOTAL	\$0	\$0	\$4,800	\$4,800	
ANNUAL FEES					
User Fees (10 users) (Year one also)	\$3,660	\$3,660	\$3,660	\$10,980	
Additional User Fees (Year one also)*	\$0	\$0	\$0	\$0	
Proj. Mgmt. Support (After Year One)	\$21,340	\$21,340	\$21,340	\$64,020	
TOTAL	\$25,000	\$25,000	\$25,000	\$75,000	
CUSTOMIZATION FEES					
Simple collections/reports (\$3,800/collection) **					
Complex collection/report (\$7660/collection) ***					
System Enhancements (TBD by eCenter)					
TOTAL					
SPECIAL SUPPORT - HOURLY FEES					
System Review (200/hr)	\$0	\$0	\$0	\$0	\$0
Highly complex set-up (200/hr)	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
Total Year 2	\$25,000	\$25,000	\$29,800	\$79,800	
Total Year 3 and Ongoing Annually	\$25,000	\$25,000	\$25,000		

Notes:

* \$500/additional user (annually)

**\$3,800/additional simple collection. Maximum of 5 reports

***\$7,600/additional complex collection, Maximum of 5 reports

****Each FTE clinician should receive no more than 1 hour