

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC_____

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Echo Consulting Services of California, Inc., having its principal place of business at Conway, New Hampshire (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor and County entered into a System Agreement BC 06-129 effective June 10, 2006 wherein County purchased Software products from Contractor to upgrade the County's Alcohol, Drug, and Mental Health data and billing system;

WHEREAS, Contractor and County entered into an Addendum to System Agreement BC 06-129 effective July 1, 2007 wherein Contractor granted County a license to use the ShareCare Software on a County computer system under the terms of a Perpetual Use License Agreement and set forth the terms by which Contractor provided Support and Maintenance Services to County;

WHEREAS, for ease of reference and context, this Agreement restates particular sections of the System Agreement BC 06-129 that survived the term of such Agreement pursuant to Section 21.30, Survival;

WHEREAS, this Agreement reaffirms the relationship between County and Contractor continuing to grant a license to use the ShareCare Software and sets forth the terms by which Contractor will continue to provide Support and Maintenance Services to County;

WHEREAS, for purposes of this Agreement, capitalized terms used throughout this Agreement are defined in Exhibit A-1, attached and incorporated into this Agreement;

THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Karen Milford (telephone number 6034478600) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

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A. To County: Director
 Santa Barbara County
 Alcohol, Drug, and Mental Health Services
 300 N. San Antonio Road, Bldg. 3
 Santa Barbara, CA 93110

To Contractor: Karen Milford,
 Vice President, Finance & Administration
 Echo Consulting Services of California, Inc.
 15 Washington St.
 Conway, NH 03818

- B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.
4. **TERM.** Contractor shall commence performance by **8/18/2009** and complete performance by **6/30/2012**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 18.
5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.
6. **LICENSES.**
- A. **County License.** As provided in the System Agreement BC 06-129, Contractor granted to County a nonexclusive, non-transferable, perpetual, non-terminable, and irrevocable license to use, demonstrate, modify, prepare derivative works based on, and reproduce the contractor technology, which Contractor provided to County or made available to County on Contractor's Equipment in executable format, and the Specifications for County's internal purposes and for Processing data for other County agencies and other County tax-supported entities. As provided in the System Agreement BC 06-129, Contractor also granted to County a nonexclusive, non-transferable, perpetual, license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Third-Party Software, which Contractor provided to County or made available to County on Contractor's Equipment in Object Code format, for County's internal purposes, and for Processing data for other County agencies and other County tax-supported entities under the terms of the Third-Party Software agreement.

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- B. **Term.** County and Contractor agreed that such licenses would continue until such time that County returned the contractor technology and Third-Party Software and copies thereof to Contractor, erased such contractor technology and Third-Party Software from its Equipment's storage media or decided to cease accessing the Software on Contractor's Equipment, as applicable. These rights shall continue until such time that County takes the steps specified above to terminate the licenses.
- C. **Title.** Contractor and its suppliers hold all right, title and interest in the contractor technology and Third-Party Software.
- D. **Documentation.** Contractor shall provide two sets of Documentation for use in electronic format compatible with Microsoft Office or PDF format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Contractor is providing Services therefor. 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 6.D by providing County access to its web-based Documentation information. Contractor may also provide such information on CD-ROM. Contractor grants County a nonexclusive, perpetual, non-terminable, irrevocable right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section 6.D at no additional charge.
- E. **Copies.** County will reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the Application Software and its Documentation solely for its own use. County will maintain records of all copies it makes of the Proprietary Software.

F. Restrictions

Except as otherwise permitted in this Agreement, County agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any third party or lease the Software or Documentation or any copy of it which is provided in Object Code or Source Code format.

7. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.

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8. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or 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 products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
9. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
10. **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.
11. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
12. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion.
13. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the expiration or termination of this Agreement.

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14. CONFIDENTIAL INFORMATION.

A. Protection Obligations.

1. **Access and Protection.** During the term of the Agreement, Contractor and County will have access to and become acquainted with each party's Confidential Information. Except for disclosure pursuant to Section 14.A.2, Public Records, County and Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with this Section 14.A.1, maintain all Confidential Information of the other party in confidence and at least to the extent as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 14.A.1, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable Federal, State and County law, regulation, codes, and this Section 14.A.1, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Except for disclosures pursuant to Section 14.A.2 below, each party agrees that prior to disclosing any Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 14.A.1 with respect to the Confidential Information. In addition to the requirements expressly stated in this Section 14.A.1, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of County, the State and the Federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of County's Services, Contractor's operations, or the Services performed by Contractor under this Agreement, including without limitation the terms of Exhibit BAA which is incorporated herein by this reference.
2. **Public Records.** Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, County will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, County will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, County will release the identified requested information on the date specified.

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3. **Security Requirements.** Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of County and which the other party may establish from time-to-time, with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information.
 4. **Compliance with HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. Contractor is considered a Business Associate per the HIPAA regulations and shall adhere to the County Business Associate Agreement, which is attached and included by reference and marked as Exhibit BAA. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
- B. **Audit.** County reserves the right to monitor, audit or investigate Contractor's use of County Confidential Information collected, used, or acquired by Contractor under this Agreement.
- C. **Return/Destruction.** Subject to record retention laws and to County's rights under Section 6.A, County License, each party shall promptly return to the disclosing party or if mutually agreed upon in writing, destroy, on termination or expiration of this Agreement, all of the disclosing party's Confidential Information, including copies thereof.
- D. **Injunctive Relief and Indemnity.**
1. Contractor shall immediately report to County any and all unauthorized disclosures or uses of County's Confidential Information of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's Confidential Information to others may cause immediate and irreparable harm to County. If Contractor should publish or disclose such Confidential Information to others without authorization, County shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless County from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect County's Confidential Information. As a condition to the foregoing indemnity obligations, County will provide Contractor with prompt notice of any claim of which County is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

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2. County will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which County is aware or has knowledge. County acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If County should publish or disclose such Confidential Information to others without authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. County shall indemnify, defend, and hold harmless Contractor from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from County's failure to protect Contractor's Confidential Information. As a condition to the foregoing indemnity obligations, Contractor will provide County with prompt notice of any claim of which Contractor is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with County in connection with any such claim.
- E. **Nondisclosure of Other County Information.** The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of County.
- F. **Exceptions.** The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.
- G. **Survival.** The provisions of this Section shall remain in effect following the termination or expiration of this Agreement.
15. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
16. **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 reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.

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17. DISPUTE RESOLUTION.

- A. **Good Faith Efforts.** Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies.
- B. **Continued Performance.** Contractor and County agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement.

18. TERMINATION.

- A. **By County.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.
- B. **For Convenience.** County may terminate this Agreement upon thirty (30) days written notice.
 - 1. During this 30-day period, Contractor shall conclude and cease its Services as promptly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on County from cessation of Services.
 - 2. 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 based on the rates set forth in Exhibit B-1. In no event shall Contractor be paid an amount in excess of the maximum budgeted amount for this agreement as set forth in Exhibit B, or paid for profit on unperformed portions of service. Contractor shall furnish to County such financial information as, in the judgment of County, is necessary to determine the reasonable value of the services rendered by Contractor.
- C. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option,

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terminate this Agreement by written notice which shall be effective upon receipt by Contractor.

1. **Termination for Material Breach.** If Contractor fails to cure any material breaches of this Agreement which are described in a written Notice from County within 30 days of receipt of such Notice, this Agreement may be terminated immediately, in whole or in part, by Notice from County.
2. **Termination for Rejection of Deliverables.** If Contractor is unable to correct deficiencies in a Deliverable, as described in Exhibit A, County shall have the right to immediately terminate this Agreement, in whole or in part, without penalty or liability to County, and return the Deliverable to Contractor and other Deliverables impacted or affected by the rejected Deliverable. If County terminates this Agreement under this Section, Contractor shall, within 20 days thereafter, or as otherwise mutually agreed to in writing, refund to County all payments made to Contractor for such returned Deliverable(s).
3. If it is determined that Contractor's failure to perform is not within Contractor's control or not due to Contractor's fault, or negligence, the termination by County shall be deemed to be a termination for convenience.

D. **By Contractor.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

19. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement and those provisions of the System Agreement BC 06-129 that survived expiration, as set forth in Section 21.30 of the System Agreement, contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

20. NON-EXCLUSIVE AGREEMENT.

- A. Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.
- B. County may undertake or award supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall cooperate with such

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subcontractors and County in all such cases. If County requires Contractor to perform work outside of the scope of this Agreement, Contractor and County shall enter into a proper contract for reimbursement at the rates set forth in Exhibit B-1. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such subcontractors or for any delays which may be caused by any such subcontractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such subcontractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

21. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
22. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without 90 days prior written notice to County. Any attempt to so assign or so transfer without such notice shall be void and without legal effect and shall constitute grounds for termination.
23. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.
24. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
25. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.
26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
27. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other

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provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
31. **COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's Staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.
32. **NONAPPROPRIATION.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by Federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
33. **AUTHORIZATION.** Contractor represents and warrants that:
 - A. Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
 - B. It has the full power and authority to grant to County the rights described in this Agreement without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor;
 - C. The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

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- D. Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement;
- E. Contractor currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor performance of the Services.

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT A-1 - Definitions
- C. EXHIBIT B - Payment Arrangements
- D. EXHIBIT B-1 – Schedule of fees
- E. EXHIBIT C – Standard Indemnification and Insurance Provisions
- F. EXHIBIT BAA – HIPAA Business Associate Agreement

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Echo Consulting Services of California, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 02-0509855.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

Exhibit A

Statement of Work

Terms by which Contractor will provide Support and Maintenance Services to County.

1. **SOFTWARE PRODUCTS COVERED.** The following Software products (hereafter "Software") as provided for in System Agreement BC 06-129 dated June 10, 2006 are covered under this agreement.
 - A. ShareCare;
 - B. Managed Care Option (MCO);
 - C. Contracts Management Module;
 - D. Clinician's Gateway Interface;
 - E. Crystal Reports (or Substitute).
2. **PROJECT MANAGER**
 - A. Contractor shall assign a Project Manager who shall be of a management level sufficient to assure timely responses from all Contractor personnel, to oversee Contractor's performance under this Agreement. Contractor's Project Manager shall be an individual acceptable to County, and County reserves the right to remove any Contractor Staff from working under this Agreement after written request, with or without cause.
 - B. Contractor's Project Manager shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Contractor Project Manager shall be able to make binding decisions pursuant to this Agreement for Contractor.
3. **DELIVERABLES.** The Deliverables specified below were to be provided pursuant to the terms of the System Agreement BC 06-129 and are being tracked pursuant to this Agreement to ensure satisfactory completion. Payment of Support and Maintenance fees, as described in Exhibit B-1, shall be subject to completion of the following Deliverables to the County's satisfaction prior to August 18, 2009, which will be delivered at no charge to the County:
 - A. **California Outcomes Measurement System (CalOMS) Data and Report.** Contractor shall complete CalOMS report corrections and update ShareCare to ensure that CalOMS Assessments for admissions previously reported by CADDs are suppressed within 10 business days of receiving the County's list of admissions required to be suppressed.

- B. Clean Data Set.** Contractor shall ensure Software reflects a history of transactions for each service for all transactions for the period of July 1, 2007 through the date the State mandate requirement becomes effective for Short Doyle Medi-Cal Phase II conversion.
- i. Contractor shall deliver a transaction history report format that will provide a summary of all transactions from service entry, claim to State, and any adjustments/ payments. Contractor and County may make subsequent revisions to the report format as deemed necessary;
 - ii. Contractor shall update the production database;
 - iii. Contractor shall re-link voided claim transactions to service data with the exception of services for which service/eligibility data has since been changed. Contractor will provide County with a report of those exceptions.
- C. Explanation of Benefits (EOB) Process.** Contractor shall enhance the EOB process with error tables. Contractor shall enable EOB error reporting to include reason and remark codes and descriptions.
- D. Move Diagnosis from Clinician's Gateway to ShareCare.** Contractor shall provide a specification for Clinician's Gateway ("Gateway") to provide a Primary Diagnosis (Axis 1 and Axis 2) and a begin date. County shall ensure that its Gateway vendor reviews Contractor's specifications for accuracy and compatibility with Gateway. Once the County has approved the specification, Contractor shall move diagnosis from Gateway to ShareCare. The ShareCare - Gateway interface will be enhanced to bring the initial primary diagnosis to ShareCare. Updates to the diagnosis will continue to be managed through ShareCare.
- E. Client and Service Information (CSI) Report.** Contractor shall complete the CSI System report corrections, and test the CSI by generating reports for July 2007 and August 2007 to ensure that the CSI meets Specifications. County will complete submission to State of CSI for July 2007 to current.
- F. Patient Billing.** Patient Billing, including Uniform Method of Determining Ability to Pay (UMDAP) reports shall be updated as follows.
- i. Contractor shall develop a report on missing and expiring UMDAP's.
 - ii. Contractor shall support the County's manual effort in correcting older UMDAP data transferred from InSyst.
 - iii. Contractor shall enhance the cash receipts screen to permit look-up by consumer. In addition, Contractor shall develop and add a Daily Transaction Report to ShareCare.

G. **Private Insurance.** Contractor shall complete the testing and implementation of the Private Insurance module. This will include the completion of format changes to the CMS 1500 bill to comply with County's printer requirements at no charge.

H. **Billing for Dual Eligible Medicare/Medi-Cal Clients.** Contractor shall modify the Software to bill Medicare and Medi-Cal in compliance with State and Federal requirements for clients who are eligible for both Medicare and Medi-Cal. Contractor's modifications will enable the Software to first bill Medicare for client expenses, and subsequently bill Medi-Cal for the appropriate balance due.

4. **SUPPORT.**

A. **Support Hours.** For purposes of this Agreement, Support Hours are categorized as follows:

- i. Contractor's Standard Support Hours are Monday through Friday from 8:00 AM to 5:00 PM Pacific Time excluding Contractor Holidays, as set forth below.
- ii. Off-hours Support is defined as time outside of Contractor's Standard Support hours described in Section 4.A.i.
- iii. Standby/ On Call Support is defined as time outside Standard Support hours, during which County and Contractor staff have pre-arranged a time for Contractor to provide assistance to County.

iv. **Contractor Holidays.**

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day (actual day)
Presidents Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Fourth of July	Christmas and Christmas Eve after 12 PM
Labor Day	

B. **Response Time.**

- i. **First Tier Support.** Contractor shall respond within thirty (30) minutes to any call from County that is labeled as "Urgent" and Contractor shall give such Urgent request its highest priority. This response shall consist of Contractor contacting County to report on the status of the error and taking steps to correct the error. Such First Tier Support issues shall include those which have or may lead to a system failure, delay in claiming for services,

adversely affect client care or failure of the System to provide mandated reporting.

- ii. **Second Tier Support.** Contractor shall make a good faith effort to respond to all County telephone or electronic mail requests which do not fall into the First Tier Support category within three (3) hours during Contractor's Standard Support Hours. Contractor shall respond to all such Second Tier Support requests no later than one (1) business day from receipt of the request.
- iii. Outside of Contractor's Standard Support Hours, the County may submit requests for support via voice message at the Contractor support line. County may also submit requests for support via electronic mail twenty-four (24) hours per day, seven (7) days per week. Contractor shall respond to County's requests within the timeframe described in Section 4B.i, First Tier Support, and 4.B.ii, Second Tier Support.

C. **Telephone Support.** Contractor shall provide telephone support services that will include assistance either via telephone or the use of online diagnostic tools related to routine questions regarding use of the products, assistance in identifying and verifying the causes of suspected Errors or malfunctions in the products, advice on detours for identified Errors or malfunctions, where reasonably available, and advice on the best means for correcting operator error.

- i. **Included Telephone Support.** Contractor shall provide telephone support, free of charge, to County in the following circumstances:
 - a. Resulting from any failure of the Software to operate without Operating System errors or Compiler Errors.
 - b. Resulting from the installation process of Software and/or Software updates.
 - c. Concerning the errors resulting from appropriate operation and use of the Software.
 - d. Failure of Software to interface with third party products, including, but not limited to, Cold Fusion™, Crystal Reports™, SQL, Java, VMS, rdb, dBASE™, INFORMIX™, Clipper™, COBOL, Oracle, and BASIC™.
 - e. Including "how to" type questions.
- ii. **Telephone Support Exclusions.** Contractor's provision of telephone support, free of charge, to County excludes any problems arising from:
 - a. Products not listed in Section 1, Software Products Covered.
 - b. County failure to back-up data files routinely and systematically following significant data entry and/or editing.

- c. System administration performed by the County as it relates to the operating environment.
 - d. Implementation or training services, other than as described in Section 6, Training, or the development of new programs by County.
 - e. Correction of County operator error.
 - f. Malfunctions in third party products including, but not limited to, Cold Fusion™, Crystal Reports™, SQL, Java, VMS, rdb, dBASE™, INFORMIX™, Clipper™, COBOL, Oracle, and BASIC™.
 - g. Modifications to Software by persons other than Contractor personnel.
 - h. Hardware malfunctions, e.g. Web server, Crystal Reports server, and SQL server.
 - i. County operating system, telecommunications and/or hardware products.
- iii. **Billable Telephone Consultations.** Contractor shall notify County caller when the nature of what was initiated as a free telephone support call becomes a billable consultation call. County shall provide a list of representatives authorized to incur billable consultations on behalf of County. Notation will be made of the time the consultation rates begin, and notation will be made on the total time spent on the consultation call, as verbally agreed upon by both parties, at the termination of the consultation call. Contractor will not bill for consultation services until it is established that the nature of the call did not fall in part or in full within the scope of free telephone support as described in Section 4.C.i. In the event the nature of the call falls within both the scope of the free telephone support and billable consultation services, the time shall be prorated between the two and the County charged accordingly.

D. On Site Support.

- i. Contractor's Project Manager shall provide four (4) on-site visits, each with a duration of four business days, by March 31, 2010, at no additional cost to County for Staff time. County shall reimburse Contractor for travel expenses in accordance with Exhibit B-1. The visits shall take place on dates mutually agreed to by County and Contractor.
- ii. Contractor shall use its best efforts to promptly correct any errors, as described in Section 4.C, Telephone Support, in the Software and when necessary, develop temporary workarounds until permanent corrections can be effected. Effective January 1, 2010, if Contractor or County determines that the Software Deficiency cannot be resolved through telephone consultation (including online diagnostic tools), and determines that resolution is likely by means of an on-site visit, Contractor will dispatch the appropriate technical Staff to County site at Contractor's sole expense. All

such On Site Support shall be approved in advance by County Authorized Representative. In the event Contractor dispatches Staff to County site and the issue addressed lies outside the scope of this Agreement, the County will be responsible for Contractor's time and travel expenses as described in Exhibits B and B-1.

E. Standby/On-Call and Off-hours Support Reimbursement.

- i. Standby/ On-Call, and Off-hours Support shall be billed at the rates set forth in Exhibit B-1. Support provided during Contractor Holidays shall be billed at the Standby/ On-call or Off-hours Support rate as negotiated by Contractor and County, upon completion of a properly executed amendment. All such support will be made available solely by mutual agreement and will be based on the availability of County and Contractor staff resources.
- ii. County shall not be responsible to reimburse Contractor for any Support and Maintenance services performed by Contractor support Staff outside Standard Support hours as a result of Software Deficiency.

F. Error Correction Timeframe. In the event a previously unreported Contractor Software Error is reported and Contractor cannot provide a resolution or temporary workaround within three (3) business days, Contractor shall provide County with an estimated completion date and a deadline by which the problem will be corrected within eight (8) business days of the date Error is reported. Such Errors and Deficiencies will be subject to withholding or reduction of Support and Maintenance Fees, as described in Exhibit B, Section 4, Penalties.

G. Contact Log. Contractor shall maintain a log of all support requests received from the County and the status and/or resolution of each request. Contractor will provide an electronic report of all maintenance request items and their current status to County on a monthly basis and by request.

5. MAINTENANCE.

A. Software Updates/Modifications. Contractor will provide County with updated, enhanced versions of all Software at no additional cost to County. The interval of other updates and new features of updates will be at Contractor's sole discretion, but will include consideration of all County requests, and will be no later than when Contractor makes such updates available to Contractor's other customers receiving support. Updates will include a Readme file that lists all corrections and Enhancements that are part of the update. The cost of third party products required for the System to be operational will not be the responsibility of Contractor.

B. Identifying Changes.

- i. The Parties acknowledge that Contractor was selected, in part because of its expertise, experience, and knowledge concerning applicable Federal,

State and/or County laws, regulations, codes, policies, or guidelines that affect the performance of the Services and System.

- ii. In keeping with County's reliance on Contractor's knowledge, experience, and expertise, Contractor will be responsible for identifying changes in applicable Federal or State legislative enactments and regulations and the impact of such changes on the performance of the Services or Deliverables or County's use of the Services or Deliverables. Contractor must timely notify County of such changes and must work with County to identify the impact of such changes on how County uses the Services or Deliverables. If Contractor provides a written request for assistance from County, County will cooperate with Contractor to obtain clarification/interpretation from the State regarding required changes.
- iii. Notwithstanding the provisions described in Section 5.B.ii, in the ordinary course of business, if County becomes aware of any material changes in applicable law, regulation, codes, policy, or guidelines affecting the Agreement, County will promptly notify Contractor of the changes.

C. **Government Mandates.** The parties acknowledge that government programs supported by this Agreement will be subject to continuous change during the term of this Agreement. Except as provided in this Section 5, Contractor has provided for or will provide for adequate resources, to reasonably research, discover, implement, and accommodate such changes during the term. Contractor shall maintain Software so that it remains in compliance with State and Federal applicable rules, regulations, and statutes, the Federal Medicare Program, and State of California mandates included in rules, regulations and statutes of the California Department of Mental Health, the California Department of Alcohol and Drug Programs, and the California Office of Statewide Health Planning and Development.

- i. That portion of the Federal mandates, which is not modified or interpreted by State or third party, shall be performed by Contractor at Contractor's sole expense.
- ii. Contractor shall provide Software updates to comply with Short Doyle Medi-Cal Phase II per State requirements, anticipated to be implemented by February 2010, at Contractor's expense.
- iii. For other State-mandated requirements, County will reimburse Contractor for the cost of development at the rates set forth in Exhibit B-1. County shall be responsible for a share of the cost of development proportionate to the number of Counties using the Software, up to a maximum of 20% or \$50,000, whichever is lower, per fiscal year. If the development period for a given State-mandated compliance requirement extends beyond one fiscal year, County shall not be required to reimburse Contractor more than the 20% or \$50,000 fiscal year maximum. Reimbursement of these costs will be

made only upon completion of a properly executed Amendment, as described in Section 19 of this Agreement.

- iv. **State-Mandate Timeframe.** Contractor shall provide County with an estimated completion date for such Software updates within 14 days of the release of State mandated requirements. Contractor shall complete all necessary updates or services, including testing, that are required to make Software compliant by the date the State-mandated requirement becomes effective. The date the State-mandated requirement becomes effective shall be defined as the first date of required submission and/or collection of new data elements, whichever comes first. Should Contractor be unable to bring the Software into compliance by the date the State mandate requirement becomes effective, Contractor shall provide to County a justification for the delay, an estimated date of completion, and be subject to withholding and/or reduction of payment, as described in Exhibit B, Section 4, Penalties.

D. Update Shipment. Shipment of updates, corrections, or other software by Contractor will be by electronic submission except by prior arrangement with County to utilize the next lowest cost carrier. Request by County for faster shipment will result in the difference of the shipping cost utilizing the lowest cost carrier to the shipping cost utilizing a faster carrier being borne by County.

E. County-Specific Enhancements. County may, at its discretion, engage Contractor to provide consulting services or other County-specific enhancements, to be provided at the rates described in Exhibit B-1 or as negotiated between County and Contractor. Any work shall commence only upon execution of a proper contract.

F. Compatibility. Contractor shall ensure the Software is compatible with no more than three (3) versions of third party software products required for the operations of Software. Contractor will publish a schedule for the retirement of versions and release of new versions for County planning purposes. Any related costs to maintain compatibility will be the sole responsibility of Contractor.

G. Electronic Data Interchange (EDI). Contractor will provide EDI network Support and Maintenance. The EDI network will link County to external services. The EDI network fee and Electronic Data Services Maintenance fees are included in the quarterly maintenance charges set forth in Exhibit B-1.

6. TRAINING.

- A. As part of this Agreement, Contractor agrees to provide documentation and group orientation on significant Software updates to County. Once additional Counties purchase the Software, County and Contractor may assess how Contractor will provide subsequent orientations.

B. County may at its discretion ask Contractor to provide onsite or over the phone training at a mutually agreeable time, at a rate negotiated between Contractor and County. Any such training shall commence only upon execution of a proper contract.

7. **INFRASTRUCTURE RESPONSIBILITY.** County agrees to assume responsibility for procuring, installing and maintaining all Equipment, telephone lines, communications interfaces and other hardware necessary for Contractor to provide modem and telephone support. County must have a 56K dedicated digital line and/or other mutually agreed upon data connection and will provide Contractor with a County e-mail address.

8. **POSSESSION OF SOURCE CODE.**

A. At any time during the term of this Agreement, Contractor shall provide to County a copy of all ShareCare Source Code and technical documentation under the following conditions:

i. Declaration of bankruptcy by Contractor.

ii. Contractor ceases to support ShareCare product.

iii. Contractor fails to correct ShareCare Deficiencies classified as First Tier issues, described in Section 4.B.1 of this Exhibit A, within three (3) Correction Cycles. A correction cycle begins with County notification to Contractor's Designated Representative that County is invoking the "Correction Cycle." Contractor will have thirty (30) days to correct the Deficiency. County shall have thirty (30) days following installation of corrections to notify Contractor of additional problems.

B. Contractor will provide County with a complete copy of ShareCare Source Code and technical documentation as soon as practicable but no later than ninety (90) days from receipt of County's written request. County will pay Contractor the actual and reasonable cost of media and reproduction for ShareCare Source Code.

C. Contractor shall provide such Source Code in an electronic or other media format acceptable to County.

D. Contractor shall allow County access to Contractor's proprietary Source Code which is not available for Implementation using the process described in Section 8.B and C. At its option and expense, County may request that the completeness and accuracy of any such Source Code and/or associated technical documentation be verified. Such verification will be conducted by, upon at least ten business days' prior notice to Contractor, a representative from the County, after full disclosure to Contractor of information reasonably requested by Contractor about such representative. Unless otherwise agreed in writing by Contractor and County, verification will be performed on-site at Contractor's premises, utilizing Contractor's equipment and Software, at a time reasonably acceptable to Contractor.

Contractor shall make technical and support personnel available as reasonably necessary for the verification. In the event the Source Code and/or associated technical Documentation is not accurate or complete, Contractor shall promptly correct such inaccuracies within 10 days.

- E. County may use, modify and reproduce the Source Code only for the purpose of maintaining County's internal ShareCare installation, and not for any other purpose. Without limiting the foregoing, County shall not use the Source Code to modify or maintain the ShareCare Software or any other software program for any other entity, or to create new software programs or functions.
- F. County shall maintain the secrecy of the Source Code and shall not disclose it to anyone outside of the County. However, County may allow a third party access to the Source Code for the purpose of maintaining County's internal ShareCare installation, as long as the third party signs an agreement protecting the confidentiality of the Source Code.
- G. County may enter into an escrow agreement with an outside entity for deposit of the Source Code.

Exhibit A-1 Definitions

1. **Application Software:** The Proprietary Software, Custom Software, and Third-Party Software licensed or sublicensed to County from Contractor.
2. **Compiler Error:** An Error in the translation of Source Code into Object Code.
3. **Confidential Information:** Various trade secrets and information of each party that either Contractor or County desires to protect against unrestricted disclosure, including without limitation with respect to Contractor, the contractor technology; with respect to County, the Configuration and County non-publicly available Data; nonpublic Specifications; the Software; any nonpublic information or documentation concerning either party's business or future products or plans that are learned by the other party during the performance of this Agreement; and information that is designated as confidential by the disclosing party and, subject to Section 14.A.2 of this Agreement, that may be exempt from disclosure to the public or other unauthorized persons under either State or Federal statutes. The following are also hereby designated County Confidential Information: client and employee personal information, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, and law enforcement records, and such other Confidential Information as is described in this definition.
4. **Correction Cycle:** The process by which County identifies an Error in the Software, County notifies Contractor of Error, Contractor modifies the Software in order to correct the Error, Contractor issues a new release of the Software, and County confirms that the new release corrects the Error. If County determines that the new release does not correct the Error, a new Correction Cycle will commence.
5. **Custom Software:** The modifications and changes to the Application Software and other software, including without limitation Interfaces designed, developed or produced by Contractor under the Agreement.
6. **Data:** County's records, files, forms, data and other documents, including but not limited to Data successfully converted by Contractor for Processing by the System.
7. **Deficiency:** A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to its Specifications.
8. **Deliverables:** Contractor's products which result from the Services and which are prepared for County (either independently or in concert with County or third parties) during the course of Contractor's performance under this Agreement, including without limitation deliverables which are described in the System Agreement BC 06-129, in Change Orders, and Reports.

Exhibit A-1 Definitions

9. Documentation: All operations, technical and user manuals used in conjunction with the System, in whole and in part, including without limitation manuals provided by licensors of the Application Software.
10. Enhancement: All updates, upgrades, additions, and changes to, and future releases for the Application Software in whole or in part, including without limitation: (1) updated versions of the Application Software to operate on upgraded versions of firmware or upgraded versions of Equipment; and (2) updated versions of Application Software that encompass improvements, extensions, Maintenance updates, error corrections, or other changes that are logical improvements or extensions of the Application Software supplied to County.
11. Equipment: The computer hardware on which the Software shall operate following its delivery, all operating system software for use with the Equipment, and telecommunications facilities and services owned by County.
12. Error: Any material failure of the Software to perform in accordance with its documentation, specifications or release notes.
13. Implementation: The process for making the System fully Operational. Implementation shall be completed when Contractor has completed the Implementation Services according to the Implementation Plan.
14. Implementation Plan: A plan prepared by Contractor as a Deliverable that details the transition from design and development of the System to full operation of the System by County in accordance with Specifications.
15. Interfaces: Custom Software that is developed by Contractor for transmitting Data between the System and other systems.
16. Maintenance: The Services performed to keep the System Operational as described in Exhibit A of this Agreement.
17. Operational: The condition when the System is totally functional in accordance with its Specifications and usable for its purposes in the daily operations of County, and all of the Data has been loaded into the System and is available for use by County.
18. Object Code: The binary code version of a Software program loaded into a computer's memory to enable it to perform a program function.
19. Processing: The performance by the Software residing on the Equipment of logical operations and calculations on the Data.
20. Proprietary Software: All computer programs which were developed and owned by Contractor or Subcontractors prior to the Effective Date or which are developed during the term by Contractor Staff in performing work that is for County and any modifications thereof and derivative works based therein, and

Exhibit A-1 Definitions

the documentation used to describe, maintain and use such Proprietary Software.

21. **Purchase Price:** The price(s) for the purchase of each Deliverable, in whole or in part, as described in Exhibit B of the System Agreement BC 06-129.
22. **Services:** The tasks to be performed by Contractor, as described in the Agreement, including without limitation project management, testing, production and delivery of the Deliverables, conversion, Implementation, training, operations, Support and Maintenance.
23. **Software:** The Application Software, the configuration, and all Enhancements thereto all in Source Code and Object Code formats. Enhancements provided by Contractor prior to completion of the project and during operations, Support, and Maintenance shall be included as part of the Software as provided for in this Agreement.
24. **Source Code:** The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons who translate such instructions into Object Code which then directs the computer to perform its functions.
25. **Specifications:** The technical and other written specifications that define the requirements: as described in subsequent Deliverables which have been approved by County, the Performance Standards, and the Documentation; and as listed in the System Agreement BC 06-129 Exhibit A and Exhibit D. Such Specifications shall include and be in compliance with all applicable County, State and Federal policies, laws, regulations, and codes. The Specifications are, by this reference, made a part of this Agreement, as though completely set forth herein.
26. **Staff:** Contractor's employees, subcontractors and agents who shall provide the Services on behalf of Contractor.
27. **Support:** The technical and customer support Services which are performed as set forth in Exhibit A of this Agreement.
28. **System:** The complete collection of all Software integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment. The System, in whole and in part, is considered a good under applicable provisions of the Uniform Commercial Code as promulgated in the State of California, for purposes of this Agreement.
29. **Third-Party Software:** Software that is developed by third parties (not including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for County, including without limitation, operating system software, tools, utilities, and commercial-off-the-shelf software.

EXHIBIT B

PAYMENT ARRANGEMENTS AND SCHEDULE OF FEES

1. **Maximum Contract Amount.** For Support and Maintenance Services rendered under this Agreement, Contractor shall be paid a Maximum Contract Amount not to exceed **\$454290**.
2. **Invoices.** Contractor shall submit invoices to County that identify the fees and reimbursable expenses in connection with the services provided by Contractor and identifying the specific services provided by Contractor to which the fees apply. If applicable, Contractor will account in such invoices for charges against County's retainer (if any) during such period.
 - A. **Support and Maintenance Fees:** Quarterly, Contractor shall submit to the County-Designated Representative an invoice or certified claim on the County Treasury for the Support and Maintenance Fees for the period specified, as described in Exhibit B-1.
 - B. **Time and Materials Invoices:** Monthly, Contractor shall submit to County-Designated Representative an invoice or certified claim on the County treasury for the service performed over the period specified. The invoice will specify each reimbursable expense by category and state the total number of hours worked by billable labor category. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1 (Schedule of Rates) or as negotiated between Contractor and County.
 - C. **Travel:** County will reimburse Contractor for travel expenses, subject to the conditions described in Exhibit A and Contractor's Travel Policy, except as follows:
 1. Contractor will provide County with an estimate of travel expenses in advance and obtain prior authorization from County. Travel expenses shall include: airfare or other transportation cost, car rental/mileage, lodging, meals.
 2. County will reimburse Contractor for meals, including meals charged to hotel rooms, at the per diem maximum described in Exhibit B-1.
 3. County will reimburse Contractor for actual Staff time worked at the rates specified in Exhibit B-1. In no event will County reimburse Contractor for time Contractor Staff spends travelling to County's site from Contractors' location.
3. Invoices submitted for payment that are based upon Exhibit B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the

charges. These invoices or certified claims must cite the assigned BC Number and if found to be satisfactory and within the cost basis of Exhibit B-1, County shall initiate payment processing. County shall pay invoices or claims for satisfactory work within thirty (30) days of approval. Payments shall be made in United States Dollars, by check sent to Contractor at the address specified in Section 2 of the Agreement, Notices, or by wire transfer of funds to an account designated in writing by Contractor.

4. Penalties.

A. In the event Contractor fails to complete the Deliverables outlined in Exhibit A, Section 3, County will hold payment until such time as the Deliverables are completed to County's satisfaction.

B. In the event of a Software Deficiency classified as a First Tier Support issue, including those which have or may lead to a system failure, delay of eight or more days in claiming for services, adversely affect client care or failure of the System to provide mandated reporting, County will implement penalties for the period that the System is out of compliance. The minimum penalty shall be a deduction equal to the value of one (1) month's Maintenance and Support Fees, as depicted in Exhibit B-1 and will continue until the Deficiency is resolved to County's satisfaction up to the Maximum Contract Amount. In the case of rejected Medi-Cal claim(s) due to Software Deficiencies or Errors, penalties will continue until the claim(s) are accepted by the State. The penalty amount will be deducted from the next quarterly payment.

5. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or to seek any other legal remedy.

6. The County-Designated Representative:

Alcohol, Drug and Mental Health Services
Attn: Marianne Garrity, Assistant Director - Administration
300 N. San Antonio Road
Santa Barbara, CA 93110

7. Overpayments to Contractor. Contractor shall promptly, but in all cases within thirty (30) days, pay to County the full amount of any erroneous payment or overpayment upon Notice of an erroneous payment or overpayment to which Contractor and County mutually agree Contractor is not entitled.

EXHIBIT B-1
SCHEDULE OF FEES

August 18, 2009– June 30, 2012

Maximum Contract Amount:			\$454290
Three-Year Support and Maintenance Fees: 80 Concurrent ShareCare Administrative/Fiscal Licenses 200 Concurrent ShareCare Clinical Licenses 16 Concurrent MCO Module Licenses			\$447090
Travel Expenses			\$7200
Support and Maintenance Fees			
	Date Due	Percentage of Total	Amount
August 18, 2009 – June 30, 2010			\$140514
Quarter 1	August 31, 2009	10%	\$14052
Quarter 2	September 30, 2009	30%	\$42154
Quarter 3	December 31, 2009	30%	\$42154
Quarter 4	March 31, 2010	30%	\$42154
July 1, 2010 – June 30, 2011			\$153288
Quarter 1	June 30, 2010	25%	\$38322
Quarter 2	September 30, 2010	25%	\$38322
Quarter 3	December 31, 2010	25%	\$38322
Quarter 4	March 31, 2011	25%	\$38322
July 1, 2011 – June 30, 2012			\$153288
Quarter 1	June 30, 2011	25%	\$38322
Quarter 2	September 30, 2011	25%	\$38322
Quarter 3	December 31, 2011	25%	\$38322
Quarter 4	March 31, 2012	25%	\$38322
Additional Fees			
Travel Expense Reimbursement (As described in Exhibit B and Contractor's Travel Reimbursement Policy)			
Mileage		IRS Maximum (Currently \$0.55/mile)	
Meals		Currently \$47.00/day	
Fees for Billable Consultation Services The following fees will apply during the period this Agreement is in effect. Reimbursement for services will be provided only upon execution of a proper agreement between Contractor and County			
Published Rates:			
Technical Support (Including EDI/EDS Support and Training)			\$202.50/hr
Standby/On Call Support			\$50.00/hr
Data Analysis			\$202.50/hr
Off-Hours Support			\$303.75/hr
Custom Enhancement/ Product Development			\$202.50/hr

EXHIBIT C
INDEMNIFICATION, INSURANCE AND LIMITATION PROVISIONS

1. INDEMNIFICATION

a. Intellectual Property.

- i. Contractor shall, at its expense, defend, indemnify, and hold harmless County and its employees, officers, directors, contractors and agents from and against any third-party claim or action against County which is based on a claim that any Deliverable or any part thereof under this Agreement infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. County shall promptly give Contractor notice of any such claim.
- ii. In case the Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of County's rights thereto is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: (i) procure for County the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the Specifications and to not violate any intellectual property rights; (iii) or retrieve any or all Deliverables upon receipt of notice from County and refund the Purchase Price of each Deliverable, as applicable.
- iii. However, Contractor shall not be liable to the extent claims of misappropriation of infringement arise from Contractor's compliance with any designs, Specifications or written instructions of County and Contractor could not have avoided such claims through alternative products.

b. General.

- i. Contractor shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors. County shall promptly give Contractor notice of such claim.
- ii. County shall, at its expense, indemnify, defend, and hold harmless Contractor, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, for: (i) property damage, bodily injury or death, caused by or arising

from the negligent acts or omissions or willful misconduct of County, its officers, employees, or agents; and (ii) a breach of its obligations in Section 18. Contractor shall promptly give County notice of such claim and shall cooperate in the defense of such claims at County's expense.

2. INSURANCE

a. Liability and Auto Insurance

Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and that have a Best's rating of no less than A: VII, or that are approved by the County. Contractor shall include County, its boards, agencies, contractors, offices, employees, agents and volunteers as an additional insured party in Contractor's general liability insurance policy obtained hereunder.

If Contractor fails to buy and maintain the insurance coverage described in this Exhibit, County may terminate this Agreement under Section 18.C.1 (Termination for Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below. In the event the Contractor is unable to comply with the County's insurance requirements, County may, at its sole discretion and at the Contractor's expense, provide compliant coverage.

The insurance requirements set forth below are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against County or inflation. This option may be exercised during any amendment to this Agreement that results in an increase in the nature of County's risk and such changes of provision will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

- i. **Commercial General Liability Insurance:** shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contract in Exhibit A, Section 14 (Confidential Information) and this Exhibit C, Section 1.a (Additional Indemnifications) of this Agreement with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

- ii. **Automobile Liability Insurance:** The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. The limit of liability of said policy or policies shall not be less than \$1 million per occurrence for bodily injury and property damage per occurrence. Self-Insured Retention (SIR) over \$10,000 requires approval by the County;
- iii. **Employers Liability Insurance:** covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- iv. **Professional Liability Insurance:** shall include coverage for the activities of Contractor's professional Staff with a combined single limit of not less than \$1million per occurrence or claim /\$2 million general aggregate and a deductible of \$25,000.
- v. **Crime Coverage:** with a deductible not to exceed \$1 million, subject to Section 2.b (Extended Coverage), and coverage as follows: Forgery-\$100,000.00; Money and Securities-\$5,000.00; and Employee Dishonesty-\$100,000.00.

b. Extended Coverage

If the policy providing liability coverage is on a "claims made" form, the Contractor is required to maintain such coverage for a minimum of three years following expiration or termination of this Agreement, naming County as an additional insured and providing County with certificates of insurance on an annual basis. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

c. Worker's Compensation Coverage

Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's Staff while performing any work incidental to the performance of this Agreement. In the event Contractor is self-insured, it shall furnish a copy of a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 *et. seq.* during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

d. Premiums and Notice to County

Contractor or its Subcontractors shall pay premiums on all insurance policies. Such insurance policies provided for County pursuant to this Exhibit shall

expressly provide therein that County be named as additional insured, and that it shall not be revoked by the insurer until thirty (30) days Notice of intended revocation thereof shall have first been given to County by such insurer. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance provided to County.

e. Cancellation

Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or non-renewal shall not take place or reduced in scope of coverage until five business days' written Notice has been given to County, attention County Designated Representative, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Exhibit. Contractor's insurance policies shall not be reduced in scope without County's prior written consent.

f. Insurance Documents

Contractor shall submit to the office of the County Designated Representative certificate(s) of insurance documenting the required insurance as specified in this Exhibit prior to this Agreement becoming effective, and copies of renewal certificates of all required insurance within 30 days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Exhibit. County shall maintain current certificate(s) of insurance at all times in the office of the County Designated Representative as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's Services pursuant to the Agreement, nor shall it be deemed a waiver of County's right to insurance coverage hereunder. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by County for material breach.

g. Increased Coverage

County is to be notified by Contractor immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

h. Subrogation

Contractor agrees to waive all rights of subrogation against County, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Agreement.

i. Cross-Liability

All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County and shall include a severability of interests or cross-liability provision in the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

3. DAMAGES DISCLAIMERS AND LIMITATIONS

- a. **County's Disclaimer of Damages.** Except for claims of breach of confidentiality or intellectual property infringement, County shall not be liable, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT for consequential, incidental, indirect, or special damages, including WITHOUT limitation lost profits and lost business opportunities.
- b. **County's Limitation of Liability.** Except for claims of breach of confidentiality or intellectual property infringement, IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT.
- c. **Contractor's Limitation of Liability.** Contractor will not be liable to County to the extent of any loss, damage, or liabilities:
 - i. Caused by the failure of County, another County agency, or a County contractor to perform in connection with this Agreement and such nonperformance prevented Contractor from performing in accordance with this Agreement; or
 - ii. Resulting from Contractor acting prudently in accordance with instructions given by authorized representatives of County or other authorized County agencies.

- iii. Except for claims of breach of confidentiality or intellectual property infringement, County agrees that Contractor's liability hereunder for damages, including but not limited to liability for any funds or mutual breach of this Agreement, and regardless of the form of the action, shall not exceed the sum of amounts earned and invoiced under this Agreement up to the Maximum Amount set forth in Exhibit B.

IN NO EVENT WILL CONTRACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUES OR LOSS OF PROFITS OR ECONOMIC LOSSES, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT.

Exhibit BAA

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information ("PHI")¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), the California Confidential Medical Information Act (CMIA), or other state or Federal laws. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")².

2. Business Associates Held to the Same Standards as Covered Entities

The Business Associate/Contractor understands that HIPAA and CMIA hold the Business Associate to the same standards of responsibility and liability for the protection of confidential medical information as those required of the Covered Entity.

3. Applicable Laws

Laws which will apply to the Business Associate, include, but are not limited to: the Health Insurance Portability and Accountability Act (HIPAA), a Federal law; the California Confidential Medical Information Act (CMIA), a state law; other Federal and state laws pertaining to the protection of patient/client privacy and the security of confidential medical information.

4. Requirement to Train Own Employees and Workforce

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers, independent contractors, and subcontractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor's workforce, who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

5. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

¹ "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

² "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

6. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus/antispyware software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic privacy and security training.

7. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the HIPAA Privacy Rule, the HIPAA Security Rule, or CMIA. Contractor shall report to County any privacy or security incidents within 2 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. The Business Associate shall also be compliant with all HIPAA and CMIA reporting requirements (to Federal or state authorities) pertaining to any privacy or security breaches of confidential medical information.

8. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

9. Access to PHI

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

10. Amendments to Designated Record Sets

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

11. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

12. Accounting of Disclosures

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

13. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

14. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 11 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

15. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

16. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practical, any harmful effect that is known to the Contractor of a use, disclosure or exposure of PHI by the Contractor in violation of the requirements of the underlying Agreement or of the HIPAA Privacy and Security Rules or CMIA.

17. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

18. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

19. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

CONTRACT SUMMARY PAGE**BC**

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year..... 09-12
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health Services
 D5. Contact Person Christy Toma
 D6. Telephone..... (805) 681-4090

K1. Contract Type (check one): ☐ Personal Service ☐ Capital
 K2. Brief Summary of Contract Description/Purpose ShareCare Maintenance Agreement
 K3. Contract Amount..... \$454290
 K4. Contract Begin Date 6/30/2012
 K5. Original Contract End Date
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	8/18/2009			454290	6/30/2012	09-12 SMA

B1. Is this a Board Contract? (Yes/No)..... True
 B2. Number of Workers Displaced (if any) N/A
 B3. Number of Competitive Bids (if any)..... N/A
 B4. Lowest Bid Amount (if bid) N/A
 B5. If Board waived bids, show Agenda Date..... N/A
 and Agenda Item Number
 B6. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)...

F1. Encumbrance Transaction Code..... 1701
 F2. Current Year Encumbrance Amount \$454290
 F3. Fund Number..... 0044
 F4. Department Number..... 043
 F5. Division Number (if applicable).....
 F6. Account Number..... 7510
 F7. Cost Center number (if applicable)..... 2500
 F8. Payment Terms

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID
 V2. Payee/Contractor Name Echo Consulting Services of California,
 V3. Mailing Address 15 Washington St..
 V4. City, State (two-letter) Zip (include +4 if known) Conway, NH 03818
 V5. Telephone Number.....
 V6. Contractor's Federal Tax ID Number (EIN or SSN) 02-0509855
 V7. Contact Person Karen Milford Vice President, Finance &
 V8. Workers Comp Insurance Expiration Date 7/1/2010
 V9. Liability Insurance Expiration Date[s] 7/1/2010
 V10. Professional License Number
 V11. Verified by (name of county staff)..... Christina Toma
 V12. Company Type (Check one): Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____