

AGREEMENT SUMMARY

3C 14-091

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..... 13-14
D2. Budget Unit Number (plus –Ship/Bill codes in parenthesis)..... 043
D3. Requisition Number N/A
D4. Department Name Alcohol, Drug, and Mental Health Services
D5. Contact Person Danielle Spahn
D6. Telephone..... (805) 681-5229

K1. Agreement Type (check one): ☐ Personal Service ☐ Capital
K2. Brief Summary of Agreement Description/Purpose Software maintenance: Electronic Medical Record System
K3. Original Agreement Amount..... \$219200
K4. Agreement Begin Date..... 7/1/2013
K5. Original Agreement End Date 6/30/2014
K6. Amendment History (leave blank if no prior amendments)

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)

K7. Department Project Number :
B1. Is this a Board Agreement? (Yes/No) Yes
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.....
B7. Boilerplate Agreement Text Unaffected? (Yes / or cite Paragraph) ... Yes

F1. Encumbrance Transaction Code N/A
F2. Current Year Encumbrance Amount..... N/A
F3. Fund Number..... 0044/0048/0049
F4. Department Number 043
F5. Division Number (if applicable) N/A
F6. Account Number 7457/ 7124
F7. Cost Center number (if applicable) Multi
F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing)..... A=753657
V2. Payee/Contractor Name..... Krassons, Inc.
V3. Mailing Address..... PO Box 7022
V4. City State (two-letter) Zip (include +4 if known)..... Corte Madera, CA 94976
V5. Telephone Number..... 8057200708
V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 94-3274305
V7. Contact Person David A. Platten
V8. Workers Comp Insurance Expiration Date N/A
V9. Liability Insurance Expiration Date[s] (G=Genl; P=Prof)..... G 11/1/2013
V10. Professional License Number N/A
V11. Verified by (name of County staff)..... Danielle Spahn
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: 6-3-13 Authorized Signature: 

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 14-091

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 Krassons, Inc., having its principal place of business at Oakland, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

Whereas, County provides specialty mental health services and substance abuse services to Medi-Cal beneficiaries, and other individuals to the extent resources allow, and;

Whereas, Contractor provides Electronic Health Record (EHR) Software that allows clinicians to record treatment encounters in the County Management Information System (MIS) via a web interface, and ancillary Software, including IMAViser and Clinicians' Scheduler.

Whereas, since FY 02-03, County has entered into yearly Purchase Agreements with Contractor for Development and Support and Maintenance of Software;

Whereas, this Agreement reaffirms the relationship between County and Contractor continuing to grant County with a license to use Contractor's Software listed herein, and provides for ongoing Support and Maintenance Services to County.

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

1. **DESIGNATED REPRESENTATIVE:** Director (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. David A. Platton (telephone number 805.720.0708) 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:

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

To Contractor: David A. Platton,
 Krassons, Inc.
 1300 Clay Street, Suite 600
 Oakland, CA 94612

-
- 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.

AGREEMENT

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 **7/1/2013** and complete performance by **6/30/2014**, 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 Exhibit B, Section 5, after completing the increments identified in Exhibit B-1.
6. **LICENSES.**
 - A. **County License.** Contractor grants 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, and the specifications for County's internal purposes and for processing data for other County agencies and subcontractors.
 - B. **Term.** County and Contractor agree that such licenses will continue until such time that County returns the contractor technology and copies thereof to Contractor, erases such Contractor technology from its equipment's storage media or decides 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 Software.
 - D. **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 Software.
 - E. **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 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.
7. **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

AGREEMENT

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 or omissions, 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.

8. **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.
9. **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.
10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **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.
12. **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.
13. **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.
14. **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.

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.

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. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

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, 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

AGREEMENT

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 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. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. 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 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.

AGREEMENT

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 consent 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. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.
27. **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.
28. **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 provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **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.
30. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
31. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented

AGREEMENT

by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

32. **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.

AGREEMENT

33. THIS AGREEMENT INCLUDES:


- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B – Financial Provisions
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT C – Standard Indemnification and Insurance Provisions
- E. EXHIBIT BAA – HIPAA Business Associate Agreement

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Krassons, Inc.


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

COUNTY OF SANTA BARBARA

By: 
SALUD CARBAJAL, CHAIR
BOARD OF SUPERVISORS
Date: 6-18-13

ATTEST:


CHANDRA L. WALLAR
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 6-19-13


CONTRACTOR

By: _____
Tax Id No 94-3274305.
Date: _____

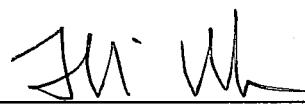
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel
Date: 5/28/13


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

By: 
Deputy
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By: 
Director
Date: 6/5/13

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: 
Date: 5/29/13

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Krassons, Inc.

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

COUNTY OF SANTA BARBARA

By: _____
SALUD CARBAJAL, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

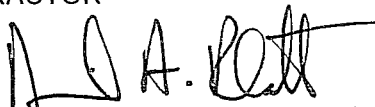
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By: _____
Director
Date: _____

CONTRACTOR

By:  _____
Tax Id No 94-3274305.
Date: 6-4-2013

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

By: _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Date: _____