SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

337

FROM: Department of Mental Health

SUBMITTAL DATE: July 16, 2013

SUBJECT: Ratify the Department of Mental Health Agreement Renewals for ECHO and InfoMC for FY2013/2014

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the ratification of renewal agreements with Echo Consulting Services for $31,546, and InfoMC for $50,000 annually for FY 2013/14 which contains an option to renew the agreements for three additional one-year periods;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign the agreements, exercise the renewal options, based on the availability of fiscal year funding, and to sign agreements that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and,
3. Direct the Clerk of the Board to return three (3) original signed agreements to the Department of Mental Health.

BACKGROUND: On June 17, 2008 (3.30) the Board approved the Department of Mental Health's (DMH) utilization of contracts for various mental health services during FY 2007/2008, with annual renewals through June 30, 2013.
(continued on page 2)

JW:DC

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA				
	Current F.Y. Total Cost:	$81,546	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$0	Budget Adjustment:	No
	Annual Net County Cost:	$0	For Fiscal Year:	FY 13/14

SOURCE OF FUNDS: 100 % State

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Elizabeth J. Olson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA DATE 7-2-13
Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

2013 JUL 23 AM 11:51
CLERK OF THE BOARD OF SUPERVISORS
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: 6/26/07 item 3.45; 7/17/07 item 3.41; 9/18/07 item 3.39; 2/26/08 item 3.40; 04/1/08 item 3.23; and 06/17/08 item 3.30

District: All

Agenda Number: 3-37

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND (continued):
ECHO and InfoMC have been providing software maintenance and support to DMH for over fifteen years. DMH recently transitioned to an electronic health record system resulting in a decreased need for ECHO and InfoMC services. The DMH will discontinue ECHO and InfoMC when all federal and state audits for FY 10/11 have been completed. Listed below is a summary of the historical cost for ECHO and InfoMC:

FISCAL YEAR	ECHO	INFOMC
FY 11/12	$288,000	$166,232
FY 12/13	$49,546	$50,000
FY 13/14	$31,546	$50,000

PERIOD OF PERFORMANCE:
This Agreement shall commence on July 1, 2013 through June 30, 2014 with the option to renew annually through June 30, 2017 based upon the availability of federal, state or county funds.

FISCAL:
There are sufficient funds in the Department's budget for FY 2013/2014, these funds are budgeted annually. No additional County funds are required.

PRICE REASONABLENESS:
The department must maintain ECHO and InfoMC services until all audits for FY 10/11 have been completed; it would not be cost effective to change vendors since we are phasing out the ECHO and InfoMC services.

SOFTWARE MAINTENANCE AGREEMENT (SMA)
Between
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
And
ECHO CONSULTING SERVICES OF CALIFORNIA, Inc.
FY 13-14

This Agreement made July 1, 2013 by and between the County of Riverside, a political subdivision of the State of California, as represented by the Department of Mental Health, hereinafter referred to as "COUNTY", having its principal office at 4095 County Circle Drive, Riverside, California 92503-7549 and ECHO Consulting Services of California, Inc., a California Corporation, hereafter referred to as "ECHO" having its principal place of business at 1814 Franklin Street, Suite 1000, Oakland, California 94612. This agreement shall remain in full force and effect commencing July 1, 2013 and ending June 30, 2014.

Whereas, COUNTY is in possession of a license to use the INSYST software on a VAX/VMS computer system under the terms of a Perpetual Use License Agreement, which is reaffirmed by this agreement between COUNTY and ECHO.

All contacts by COUNTY staff with ECHO shall be done with the approval of COUNTY's Director of Mental Health or his designee.

I. SOFTWARE PRODUCTS COVERED

Only the following Software Products set forth in this Section's table are covered under this agreement. Telephone or on-site support for any other products or for exclusions under *Section II (5),* will be billed to COUNTY at ECHO'S rates set forth in Exhibit A.

PRODUCTS
INSYST
Mental Health Module
Drug Alcohol Service Module
INTEGRATION TOOLSET
Universal Client Locator (UCL)
Client Synchronization (Csynch)
Episode Transfer
Service Transfer

II. MAINTENANCE AND SUPPORT SERVICES

1. ECHO shall provide telephone support for products listed in Section (I) to COUNTY:

   a. resulting from any failure of the software identified in *Section (I)* (the "Software") to operate without operating system errors or compiler errors.

   b. resulting from the installation process of Software Products and/or Software Product updates as identified in *Section (I).*

   c. concerning the errors resulting from appropriate operation and use of the Software Products identified in *Section (I)*

   d. including a reasonable quantity of "how to" type questions

COUNTY shall provide a listing of representatives authorized to receive consultations on behalf of COUNTY.

2. ECHO shall provide COUNTY with telephone support during standard support hours of Monday through Friday, from 8:30 a.m. to 5:00 p.m., Pacific Time, excluding ECHO Company holidays as defined in section IV herein. All times outside standard hours will be considered Standby Time or Off-hours depending on the services required by COUNTY. Outside of standard support hours, COUNTY may leave a voice message at ECHO's support line, and an ECHO representative will return the call the next business day.

3. COUNTY may log requests for assistance or telephone support on a twenty-four hour basis, subject to network availability, via electronic mail. ECHO shall maintain a log of all maintenance requests received from COUNTY. COUNTY may request a written report of all maintenance request items and their current status. ECHO will provide such reports to COUNTY on a monthly basis and by special request.

4. COUNTY may request Standby Time/Off-hours support by ECHO staff for help with upgrades or other special activities. All such support will be made available solely by mutual agreement and will be based on the availability of COUNTY AND ECHO staff resources. Echo staff may be requested to be available on an On-Call basis. On-Call services provided by Echo will be considered Standby Time and as such, shall be billed at 50% of the Off-hours hourly rate defined herein. Standby Time is defined as time outside Standard support hours, during which Echo staff is made available via pager with a response time of no more than sixty (60) minutes from initial contact. While on Standby Time, should ECHO provide support services, such services shall be billed as follows:

   a. Off-hours support provided outside of Standard Support hours shall be billed at 1.5 times the standard hourly rate as defined in Exhibit A.

   b. Off-hours support provided on ECHO holidays shall be billed at 2.0 times the standard hourly rate as defined in Exhibit A.

   c. COUNTY agrees to pay the full standby charge, should COUNTY cancel the standby request without providing ECHO twenty-four (24) hours advance notice of cancellation.

   d. Any support services performed by ECHO support staff outside Standard hours as a result of recent ECHO system changes will not be subject to the above special charge.

5. Echo's provision of Software Maintenance Agreement (SMA) telephone support to COUNTY specifically excludes any problems arising from:

   a. modifications to software by persons other than ECHO personnel.

   b. products not listed in Section (I)

   c. correction of COUNTY error.

   d. COUNTY failure to back-up data files routinely and systematically following significant data entry and/or editing.

   e. operating system and/or hardware products.

f. third-party products including, but not limited to, products such as VMS, rdb, dBASE[tm], INFORMIX[tm], Clipper[tm], COBOL , Oracle and BASIC[tm].

g. system administration performed by the COUNTY as it relates to the operating environment.

6. ECHO shall use its best efforts to promptly correct any errors in the Software and when necessary, develop temporary workarounds until permanent corrections can be effected. An "error" shall mean any material failure of the Software to perform in accordance with its documentation, specifications or release notes. If ECHO determines that software and/or data problems cannot be resolved through telephone consultation, modem transmission, or through the exchange of magnetic media and if resolution is likely by means of an on-site visit, ECHO will dispatch the appropriate technical staff member to COUNTY site with COUNTY approval. COUNTY approval will include authorization of estimated travel expenses. COUNTY is responsible for any travel expenses incurred as a result of such a visit if the visit is a result of a Software error as identified in Section (5) herein above.

7. In the event a previously unreported Echo software error is reported and Echo cannot provide a resolution or temporary workaround within three (3) business days, Echo shall provide COUNTY with an estimated completion date and a deadline by which the problem will be corrected within five (5) business days after the expiration of the three (3) business days referred to above.

8. COUNTY specific enhancements will be done only at standard ECHO rates as defined in Exhibit A. As will the cost of incorporating enhancements into COUNTY specific software.

9. Echo will maintain compatibility with no more than three (3) versions of third party software products required for the operations of software listed in Section I. Echo will publish a schedule for the retirement of versions and release of new version for COUNTY planning purposes.

10. COUNTY agrees to assume responsibility for procuring, installing and maintaining all equipment, telephone lines, communications interfaces and other hardware necessary for ECHO 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 ECHO with a COUNTY email address.

11 ECHO reserves the right to refuse requests for support made by customers without a current agreement or with an overdue receivable balance

12. Modification of Software Source Code is at COUNTY's discretion. Any modification done by parties other than ECHO voids the software performance warranty in this agreement.

13. Possession of Source Code

a. At any time during the term of this Agreement, under the conditions listed below, COUNTY may request, in writing, a copy of all INSYST source code and technical documentation. Echo will provide COUNTY with a complete copy of INSYST source code and technical documentation as soon as practicable but in no event later then thirty (30) days of receipt of COUNTY's written request. Licensee will pay Echo the actual and reasonable cost of media and reproduction for INSYST source code.

b. Echo grants County the nonexclusive, nontransferable right to use a copy of the INSYST software program ('Source Code"), on the terms in this section and in this agreement applicable to INSYST.

c. County may use, modify and reproduce the Source Code only for the purpose of maintaining County's internal INSYST installation, and not for any other purpose. Without limiting the foregoing, County shall not use the Source Code to modify or maintain the INSYST software or any other software program for any other entity, or to create new software programs or functions.

d. COUNTY shall maintain the secrecy of the Source Code and shall not disclose it to anyone outside COUNTY. However, COUNTY may allow a third party accesses to the Source Code for the purpose of maintaining COUNTY's internal INSYST installation, as long as the third party signs an agreement protecting the confidentiality of the Source Code.

14. INSYST Source code will be provided to County under the following conditions:
    a. Declaration of bankruptcy by Echo.
    b. Echo ceases to support INSYST product
    c. Echo fails to correct major INSYST deficiencies within two (2) correction cycles. A correction cycle consists of County notifying Echo representative identified in section X., of the invocation of the "correction cycle". Echo will have thirty (30) days to correct deficiency. County shall have thirty (30) days following installation of corrections to notify Echo of additional problems.

15. ECHO shall maintain all Software identified in Section I as it was in compliance with California state mandates, including rules, regulations and statutes of the California Department of Mental Health, the California Department of Alcohol and Drug Programs, the California Office of Statewide Health Planning and Development, and the federal Medicare Program at close of the previous fiscal year.

16. ECHO shall provide COUNTY with Electronic Data Interchange (EDI) network support and maintenance. The EDI network will link COUNTY to external services. The EDI network fee and EDS maintenance fees are included in the Network Maintenance charges set forth in Exhbit A.

17. Support will be limited to assistance with reporting, cost reports and audits related to the InSyst software and infrastructure and excludes InSyst software updates.

18. Training

    a. ECHO shall also provide training services to COUNTY, at the request of COUNTY, for the charges set forth in Exhibit A.
    b. Echo will distribute to COUNTY a quarterly schedule of seminars, including class size limitations, three (3) months in advance of the first class.
    c. Each training seminar will cover a previously announced curriculum relevant to the operations and maintenance of the product software application and deliver the skills and abilities to perform the operations relevant to the training subject matter.
    d. Enrollment in each training seminar may be strictly limited by Echo.
    e. COUNTY is responsible for all travel expenses associated with attending a training seminar.
    f. A minimum of twelve (12) training seminars will be offered by Echo at Echo facilities in California.
    g. COUNTY may purchase additional training credits at the rate currently in effect at the

signing of this contract.

h. COUNTY may at its discretion ask Echo to provide onsite training at a mutually agreeable time.

i. COUNTY may receive a refund or credit toward future training seminars if it determines course material and subject matter is not relevant to their needs. Determination must be made within two (2) hours of course start time to qualify for a refund of Echo fees.

j. COUNTY will be responsible for payment of registration fees unless a cancellation is received, at the California facility, via Email, Facsimile or US Mail a minimum of seventy-two (72) hours prior to start of training seminar.

k. Echo will be required to conduct training seminar unless session is cancelled via Email, Facsimile or US Mail seventy-two hours prior to start of training session.

III. REPLACEMENT FOR INSYST PRODUCT

ECHO may offer a product or set of products to replace the INSYST Software and Software maintenance services provided under this Agreement so long as the replacement product(s) meet(s) or exceed(s) the substantial functionality of the INSYST Software, including the revenue enhancement component to the satisfaction of COUNTY. If COUNTY consents to such replacement product(s) and County is in good standing and has a current maintenance agreement, ECHO shall provide COUNTY, and free of charge, the necessary licenses for the replacement product(s), except for third party products, to replace the equivalent INSYST Software license held by COUNTY. The maintenance fees associated with the replacement product(s) shall not exceed the maintenance fees for the INSYST product under this Agreement and may not be greater than publicly published prices for the product(s) as provided by ECHO to other clients.

IV. RESPONSE GOALS

ECHO will make a good faith effort to respond to COUNTY requests for telephone support between the hours of 8:30 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, within two (2) hours, except for ECHO holidays. All support requests, whether received via telephone or electronic mail, from COUNTY shall be acknowledged by ECHO within one (1) business day. Any problems, defined in Section II, with the Software or questions concerning the operation of the Software which have or may lead to a system failure, delay in the receipt of revenue, adversely affect client care or failure of the system to provide mandated reporting are ECHO's highest priority and will be responded to first.

ECHO Recognized Holidays

New Year's Day
Memorial Day
Columbus Day
Friday following Thanksgiving

Martin Luther King Day
Fourth of July
Veterans Day (actual day)
Christmas and
Christmas Eve after 12 PM

Presidents Day
Labor Day
Thanksgiving Day

V. GENERAL

1. <u>WARRANTY</u>

a. ECHO warrants that it will provide the maintenance Support Services specified in this agreement in accordance with all-applicable professional standards and practices. ECHO warrants the possession of all licenses and/or permits necessary

to provide the services in Section II., MAINTENANCE AND SUPPORT SERVICES, as specified and required by the laws of the United States and the State of California. ECHO warrants that it has not granted any rights or licenses to third parties that conflict with this Agreement

b. ECHO represents and warrants that all components of the standard Software will perform in compliance with the documentation set forth in the manual for the entire period of this agreement, except for minor, inconsequential discrepancies. Software specifically developed for COUNTY and not considered a part of the standard INSYST Software will be warranted for ninety (90) days after acceptance by COUNTY of the project deliverable products, or if a definitive rejection has not been made by COUNTY within thirty (30) days from delivery, the warranty will expire one hundred twenty (120) days after delivery.

c. ECHO represents and warrants that the Software, as defined in Section I, will continue to function and properly perform processing in accordance with all documentation, specifications, or release notes including, without limitation, performance of functions related to calendar dates, notwithstanding the progression of time to a date on or after January 1, 2000.

d. ECHO warrants that the Software as defined in Section I, including any modifications made through the Support Services provided hereunder, will not infringe upon or violate any patent, copyright, or trade secret right of any third party. In the event of any such claim by any third party against COUNTY, COUNTY shall promptly notify ECHO, and ECHO shall defend such claim, in COUNTY's name, but at ECHO's expense and shall indemnify COUNTY against any loss, cost, expense or liability, including but not limited to attorneys' fee and disbursements arising out of such claim subject to the limitations set forth in Paragraph 2. below. In the event such an infringement is found, ECHO may elect to either (i) procure the right to continued use of the Software, as defined in Section I, for County, or (ii) replace or modify the Software with non-infringing programs which conform with the applicable specification.

2. DEFAULT. If ECHO is in default of any of its obligations hereunder and ECHO has not commenced a cure within ten (10) days, and affected cure within sixty (60) days of receipt of written notice of default from the COUNTY, COUNTY may immediately withhold payment of charges without prejudice or loss of services prescribed herein, and at it's option terminate this Agreement. Events of default shall be ECHO's:

a. making an assignment for the benefit of creditors, or having a receiver, trustee in bankruptcy, or similar officer appointed to take charge of all or part of ECHO's property; or

b. being adjudged bankrupt; or

c. failure to perform its obligations as set forth in this Agreement.

3. CONFIDENTIALITY. ECHO acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning COUNTY or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, COUNTY's Confidential Information shall include information regarding COUNTY's business and information regarding COUNTY's reports, clients, providers, premiums and claims data. ECHO agrees that (a) it will use such information only as may be necessary in the course of

performing duties under this Agreement, (b) it will treat such information as confidential and proprietary, (c) it will not disclose such information orally or in writing to any third party without the prior written consent of COUNTY, (d) it will take all reasonable precautions to protect the Confidential Information, and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, ECHO agrees to take at least such precautions to protect COUNTY's confidential and proprietary information as it takes to protect its own confidential and proprietary information. In addition, ECHO agrees not to disclose or utilize individual clients, provider or medical claim information in any way that would violate any physician-patient confidence or any state or federal laws or regulations. ECHO shall abide by the confidentiality requirement enumerated in Welfare and Institutions Code, Section 5328; Health and Safety Code, Sections 11878 and 11977; and Title 42, Code of Federal Regulations, Part 2. Upon termination or expiration of this Agreement, ECHO will return to COUNTY or certify as destroyed all tangible items containing any of COUNTY's proprietary or confidential information.

4. EMPLOYER/EMPLOYEE RELATIONSHIP: No relationship of employer and employee is created by this Agreement, it being understood that ECHO shall act hereunder as an independent contractor; that ECHO shall not have any claim under this Agreement or otherwise against COUNTY for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that ECHO shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith ECHO shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of ECHO's failure to pay such taxes; that ECHO does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned. Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law that ECHO is an employee for purposes of income tax withholding, COUNTY shall, upon two weeks notice to ECHO withhold from the payments to ECHO hereunder federal and state income taxes and pay said sums over to the federal and state governments.

5. CONFLICT OF INTEREST. ECHO, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Agreement to influence any governmental decision in which s/he knows or has reason to know that s/he has a financial interest under California Government Code Sections 87100, et seq., or otherwise. ECHO nor any family member of ECHO's employees shall serve on a COUNTY board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises ECHO's operations, or authorizes funding to ECHO.

6. ECHO EMPLOYEES AND EQUIPMENT. ECHO agrees that is has secured or will secure at its own expense all persons, employees and equipment required to perform support services required under this Agreement and that all such services will be performed by ECHO or under ECHO's supervision, by persons authorized by law to perform such activities.

7. SUBCONTRACTS. Functions undertaken by ECHO may be carried out under subcontracts only upon notification to COUNTY. All such subcontracts shall be in writing and shall abide by such Federal, State and local regulations which pertain to this Agreement, including, without limitation, standard COUNTY terms and conditions which are required for all

contracts. No subcontract shall terminate the legal responsibility of ECHO to COUNTY to ensure that all activities under this Agreement will be carried out.

8. APPLICABLE LAW. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws or principles. ECHO shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

9. INDEMNIFICATION:

a. ECHO shall indemnify and hold harmless COUNTY, its agents, officers and employees from and against any and all loss, damage, injury, claims, liability, demands or liens (including payment of all damages, expenses, costs and attorneys' fees) in connection with ECHO, its' agents', officers' or employees' performance under this Agreement subject to provisions set forth herein below.

Except for claims for bodily injury or property damage to the extent caused by the negligent or intentional misconduct of ECHO, it's employees, or agents, and not arising from use of maintained software, ECHO's liability for damages under this Agreement shall in no event exceed the value of the contract maximum dollar amount.

ECHO shall not indemnify and hold harmless COUNTY from and against any loss, damage, injury liability, claim, demand or lien caused solely by the negligence or intentional wrongdoing of COUNTY. COUNTY shall notify ECHO promptly of any known written claims or demands against it in connection herewith.

To the extent ECHO is a Business Associate of the COUNTY as defined by the Health Insurance and Portability Act of 1996 (HIPAA), ECHO has a separate and additional obligation to indemnify and defend COUNTY against any claims or suits arising from Business Associate's breach of its obligations under the terms and conditions of the Business Associate Agreement, Exhibit B.

b. COUNTY shall indemnify and hold harmless ECHO, its agents, officers and employees from and against any and all loss, damage, injury, claims, liability, demands or liens (including payment of all damages, expenses, costs and attorneys' fees) in connection with COUNTY, its' agents', officers' or employees' performance under this Agreement subject to provisions set forth herein below.

Except for claims for bodily injury or property damage to the extent caused by the negligent or intentional misconduct of COUNTY it's employees, or agents, and not arising from use of maintained software, COUNTY's liability for damages under this Agreement shall in no event exceed the value of the contracts maximum dollar amount.

COUNTY shall not indemnify and hold harmless ECHO from and against any loss, damage, injury liability, claim, demand or lien caused solely by the negligence or intentional wrongdoing of ECHO. ECHO shall notify COUNTY promptly of any known written claims or demands against it in connection herewith.

10. COUNTY shall be given thirty (30) days written notification of pending assignment of this Agreement by ECHO.

11. TIME OF THE ESSENCE. Time is of the essence in each and all the provision of the

Agreement.

12. AMENDMENTS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

13. CONFORMITY WITH LAW AND SAFETY. ECHO shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments hereto, and all applicable federal, state municipal, and local safety regulations. All services performed by ECHO must be in accordance with these laws, ordinances, codes and regulations. ECHO shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, ECHO shall immediately notify the COUNTY (or the County Risk Manager's Office) by telephone. ECHO shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents that occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of ECHO's subcontractor, if any; (3) name and address of ECHO's liability insurance carrier; and (4) a detailed description of the accident and whether any of the COUNTY's equipment, tools, material or staff were involved.

14 FEDERAL AND STATE AUDITS: Until the expiration of five years after the furnishing of any services pursuant to this Agreement, ECHO shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, this Agreement and such books, documents, and records of ECHO that are necessary to certify the nature and extent of the reasonable costs of services to COUNTY. This paragraph shall be of no force and effect when and if it is not required by law. COUNTY shall have access to ECHO's financial records for purposes of audit. Such records shall be complete and available for audit ninety (90) days after final payment hereunder and shall be retained and available for audit purposes for five years after final payment herein.

15 EMPLOYMENT ELIGIBILITY: Persons providing services under this contract will be required to provide the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the contract as required by the Immigration Reform and Control Act of 1986.

16 USE OF COUNTY PROPERTY: ECHO shall not use COUNTY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

17 NON-DISCRIMINATION: ECHO assures that they will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

a. ECHO shall in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive

consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

b. ECHO shall, if requested to do so by COUNTY, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

c. ECHO shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts

d. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.

e. ECHO shall include the provisions set forth in paragraphs a through e (above) in each of its subcontracts.

18. DRUG-FREE WORKPLACE: ECHO and ECHO's employees shall comply with Federal policy of maintaining a drug-free workplace. Neither ECHO nor ECHO's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If ECHO or any employee of ECHO is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, ECHO within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

19. This agreement in total, including all exhibits as referenced, shall be governed by the laws of the State of California and constitutes the entire agreement between the parties herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with ECHO respecting to matters set forth herein. This section does not apply to work requests authorized prior to this agreement. This agreement may only be modified by a written document signed by authorized representatives of both parties. The terms and provisions of this agreement shall prevail over any conflicting, additional or other terms regarding maintenance issues.

VI. CONTRACT TERM

The Effective Date of this Agreement shall be July 1, 2013. The term of the Agreement shall be for one (1) year. If authorized and approved by Riverside County, the term of this Agreement may be extended for a time period to be specified by that extension. If ECHO does not agree to an extension of this Agreement, ECHO shall provide thirty (30) days written notice prior to the termination date of this Agreement. Absence of the written notice and continuation of the provision of services by ECHO pursuant to this Agreement will be deemed acceptance of the County approval of the extension of this Agreement. ECHO shall provide COUNTY with new annual rates at least 120 days prior to the end of any annual term.

VII. CONTRACT MAXIMUM

The maximum amount of this contract is as set forth in Exhibit A, not to exceed $31,545.89.

VIII. PAYMENTS

1. COUNTY shall pay all fees required under this Agreement for maintenance and support

and, such fees shall not exceed the total fees specified in Exhibit A for the annual period. The COUNTY reserves the right to charge off additional services either to the contractual amount agreed to in Exhibit A or to supplementally contract with ECHO for additional services at the COUNTY's discretion. COUNTY shall reimburse ECHO for all COUNTY authorized travel expenses incurred by ECHO in performing under this Agreement. Expenses shall not exceed the COUNTY's reimbursement rates as specified by County Policy.

1.1 The annual maintenance and Support Service fees for 2013-2014 are set forth in the attached fee schedule titled *Exhibit A*.

1.2 Annual maintenance and support service fees shall be payable on a monthly basis, in advance, as indicated in Exhibit A. Payment to CONTRACTOR will be made only upon presentation of proper claim by ECHO subject to approval of the COUNTY agency for which the services have been performed.

2. Payment for ECHO hourly services billed to COUNTY is due thirty (30) days following receipt of invoice by COUNTY. Invoices will be sent to COUNTY upon completion of COUNTY authorized deliverables. For purposes of this Agreement, receipt shall be presumed to occur five (5) working days following the date of posting absent proof of actual receipt.

Shipment of updates, corrections, or other software by ECHO 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.

IX. TERMINATION:

a. COUNTY or Echo at its discretion, may terminate this Agreement, at any time, by giving County or ECHO ninety (90) days written notice of termination.

b. Should COUNTY elect to terminate this Agreement, ECHO shall use its best efforts to minimize time expended and costs incurred after receipt of notice of termination and COUNTY shall not be obligated to pay for Support/Maintenance/consultation services subsequent to the ninetieth (90th) day after ECHO has received written notice of termination from COUNTY or any Services not fully performed., and, Echo shall not be requested to provide services following 90 days.

c. Should COUNTY elect to terminate this Agreement, COUNTY shall be obligated to pay for all maintenance Services up to the final day of this Agreement, which shall be the ninetieth (90th) day after ECHO has received written notice of termination from COUNTY.

d. In the event COUNTY has pre-paid ECHO for services beyond the time covered by the ninety (90) day notice, ECHO will refund COUNTY a minimum of ninety per cent (90%) of prorated fees paid.

e. The terms of this Agreement relating to Employer/Employee Relationship, Conformity with Law and Safety, Payment of Taxes, Confidentiality of Information, Indemnification and Federal and State Audits shall survive the termination of this Agreement.

X. WRITTEN NOTICES:

All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered or certified, and postage prepaid and addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit.

TO CONTRACTOR:

Debbie Angelico, Chief Financial officer
The ECHO Group
15 Washington Street
Conway, NH 03818
Telephone: (603) 447-8600
Fax: (603) 447-8680
Email: debbie.angelico@echoman.com

TO COUNTY:

Jerry Wengerd, Director
County of Riverside
Department of Mental Health
4095 County Circle Drive
Riverside, CA 92503
Telephone (951) 358-4501
Fax (951) 358-4513
Email: wengerd@rchmd.org

XI. INSURANCE:

Echo shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by Echo, his agents, representatives, employees, and subcontractors. At the very least, Echo shall maintain insurance coverage, limits of coverage and other insurance requirements as described in Attachment I to this contract.

XII. SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Software Maintenance Agreement AND EXHIBITS to be executed on the day and year first above written.

COUNTY:
Riverside County
Department of Mental Health
4095 County Circle Drive
Riverside, CA 92503

Signature:_____

Print Name: _____

Title: Purchasing Agent

Date: _____

CONTRATOR:
Echo Consulting Services of California, Inc.
PO Box 2150
15 Washington Street
Conway, NH 03818

Signature: Debbie Angelico

Print Name: Debbie Angelico

Title: Chief Financial Officer

Date: 7/2/13

COUNTY COUNSEL:
Pamela J Walls
County Counsel
Approved as to Form

By: _____
Deputy County Counsel

ATTACHMENT I

INSURANCE REQUIREMENTS FOR COUNTY CONTRACTS

Echo shall maintain for the duration of the Agreement the following insurance coverage, limits of coverage, and other insurance requirements:

A. MINIMUM LIMITS OF INSURANCE

Echo shall maintain the insurance coverages and limits of coverage as described below:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be **twice** the required occurrence limit. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage ("occurrence" form CG 0001).

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office Business Coverage form number CA 0001-0187 covering Automobile Liability, Code 1, "Any Auto."

3. Workers' Compensation and Employer's Liability: Workers' Compensation and Employers Liability coverage as required by the Labor Code of the State of California.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

All deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

The following policies shall contain, or be **endorsed** to contain the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor, including products arising out of operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

   b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's

liability.

All Insurance Policies

Every insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or policy limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a "Best's" rating of no less than A: VII.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before Work under the Agreement is begun. The County reserves the right to require from the Contractor complete, certified copies of all required insurance policies, at any time.

F. SUBCONTRACTORS

Contractors shall include all Subcontractors as insureds under its policies or require all Subcontractors to be insureds under their own policies and to furnish the ASSOCIATRION separate certificates of endorsements. All coverage for Subcontractors shall be subject to all requirements stated herein.

Exhibit A
Fee Schedule

Riverside:			FY 13/14 Annual Total
Echo Products:			
Non-Upgrade Application Support	**50 hrs**		11,250.00
SUB TOTAL		$	11,250.00
3rd Party Products:*			
Phone Charges			10,395.09
Oracle Rdb Support (Calendar 2013)			9,900.80
SUB TOTAL		$	20,295.89
TOTAL		$	31,545.89
Optional Services:			
GRAND TOTAL		**$**	**31,545.89**

* 3rd Party Products are projections based on historical data.
Actual rates may be slightly lower or higher.

Travel to the County will be billed at 1/2 the published rate listed below.

Optional:	
Technical Support	225/hr
Network Consultation	225/hr
Data Analysis	225/hr
Training	450/day
Custom Enhancement/Product Development	225/hr

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") effective on July 1, 2013 ("Effective Date") is entered into by and between Echo Consulting Services of California, Inc. d/b/a The Echo Group (the "Business Associate") and Riverside County Department of Mental Health (the "Covered Entity").

1. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information published on August 14, 2002 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 CFR Part 160 and Part 164, Subparts A and E (the "Privacy Rule") under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA").

2. The parties have a prior Software Maintenance Agreement ("SMA") and/or an Information Services Agreement ("ISA") under which the Business Associate regularly uses Protected Health Information in its performance of services for the Covered Entity.

3. This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, created or received by the Business Associate from or on behalf of the Covered Entity will be handled. Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the Privacy Regulation. Specific definitions are:

a. Individual shall have the same meaning as the term "individual" in 45 CFR Part 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Part 164.502(g).

b. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR Part 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

c. Required By Law shall have the same meaning as the term "required by law" in 45 CFR Part 164.501.

d. Business Associate shall have the same meaning as the term "business associate" in 45 CFR Part 160.103.

e. Covered Entity shall have the same meaning as the term "covered entity" in 45 CFR Part 160.103.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. These services are described in the SMA and/or the ISA. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations as set forth in the SMA and/or ISA between the parties. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only to its employees, subcontractors and agents.

2. Responsibilities of Business Associate.

a. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as otherwise required by law.

b. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which Business Associate becomes aware within fifteen (15) business days of the Business Associate's discovery of such unauthorized use and/or disclosure.

c. Business Associate agrees to use appropriate reasonable efforts to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement or required by law.

d. Business Associate agrees to ensure that any employee, agent or subcontractor to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

e. Business Associate agrees to make available to the Secretary of HHS all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information for purposes of determining the Covered Entity's compliance with the Privacy Rule, subject to any applicable legal privileges.

f. Business Associate agrees that upon written request, it will make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and or disclosure of Protected Health Information to the Covered Entity within a reasonable time period, not to exceed fifteen (15) business days, for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.

g. Business Associate agrees that within a reasonable time period, not to exceed fifteen (15) business days, after receiving a written request from the Covered Entity, it will provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by the subject individual for accounting purposes of the disclosures of the individual's Protected Health Information in accordance with 45 CFR Part 164.528.

h. Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR part 164.502(j)(1).

3. Responsibilities of the Covered Entity.

a. Covered Entity shall notify Business Associate in writing of any limitation(s) in its notice of privacy practices of Covered Entity pursuant to 45 CFR Part 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate in writing of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate in writing, of any restriction(s) on the use or disclosure of Protected Health Information agreed to by the Covered Entity as provided for in 45 CFR Part 164.522, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

d. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

4. Term and Termination.

a. Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

b. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, the Covered Entity may choose to provide the Business Associate written notice of the existence of an alleged material breach and afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will terminate without any further action of the parties upon the termination or expiration of the SMA or ISA Agreement(s) between the parties.

c. Effect of Termination. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5. Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Section 4(c) shall survive the termination of this Agreement.

6. Amendment. This Agreement may not be modified or amended, except in writing as agreed to by each party. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

7. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

8. Notices. Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate:

The Echo Group
P.O. Box 2150
Echo Technology Park
15 Washington St
Conway, NH 03818-2150

If to Covered Entity:

_____
_____
_____
_____

9. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

INFOMC® SOFTWARE AND SERVICES AGREEMENT

Contract # 200206000152	
Customer Name ("Customer") **Riverside County Mental Health Department**	Customer Address **4095 County Circle Drive Riverside, CA 92503-**
Customer Contact Name Joe Zamora	Customer Contact Phone/Fax/Email mailto: (951) 358-4554/(951) 358-4792

Customer desires to license certain software products and/or receive certain services from InfoMC, Inc., a Pennsylvania corporation with offices located at 101 West Elm Street, Suite G10, Conshohocken, PA 19428 ("InfoMC").

This Agreement ("Agreement") consists of this Cover Sheet ("Cover Sheet"), the attached General Terms and Conditions ("General Terms") and all product or service attachments (collectively, "Attachments"). All capitalized terms in this Agreement shall have the meaning set forth on this Cover Sheet and General Terms, unless otherwise defined. In the event of conflict between the General Terms and any Attachment, the Attachment shall take precedence.

The Attachments checked below form part of the original Agreement. Additional Attachments may be added to this Agreement, if such Attachments reference this Agreement and are executed by the parties.

⊗ eCura® Information System
eCura® ProviderConnect
eCura® Reporting Warehouse
CIVER-PSYCH®

The parties signing below, intending to be legally bound, hereby agree to all of the General Terms and the Attachments. This Agreement shall become effective when signed by both parties.	
InfoMC, Inc.	Riverside County Department of Mental Health
Signature Quadir Farook **Date** 7/9/13	**Signature** **Date**
Print Name Quadir Farook	**Print Name**
Title CEO	**Title** Chairman of the Board

5.2 Updates. InfoMC shall provide Updates to the Software, but not Upgrades, to Customer when such are made available to InfoMC's other customers receiving support and maintenance.

5.3 Telephone Support. InfoMC shall provide toll free telephone support during Standard Support Hours to the Support Contacts. Outside of Standard Support Hours, Customer may leave a message at InfoMC's support line, and an InfoMC representative will return the call the next business day. Customer may, at its option, receive telephone support outside of Standard Support Hours, but in such case Customer will be billed based on InfoMC's then standard rates plus 50% and Customer will be billed a for a minimum of one (1) hour, and thereafter in half hour increments. Telephone support is not to be considered as a source of training or as a source of consulting.

5.4 Maintenance Term and Renewal. The maintenance term for each Software Product shall be for one (1) year, commencing on July 1, 2013 through June 30, 2014. This Agreement will automatically renew for an additional one (1) year unless either party provides written notice of termination to the other party 90 (ninety) days prior to the end of the then current term Notwithstanding the foregoing, if Customer subscribes to maintenance and support for any Software Product, Customer must purchase maintenance and support for all Software Products which Customer licenses.

5.5 Exclusions. To the extent problems arise from (i) Customer's unauthorized modification of the Software; (ii) Customer's operational error with respect to the Software or the hardware upon which the Software operates; (iii) hardware problems; or (iv) problems with third party software, support rendered by InfoMC in helping Customer to identify and resolve such problems (including telephone support) shall be billed at InfoMC's then current hourly rate plus Expenses. Support and maintenance will not be provided unless Customer has installed the latest Updates, within six (6) months of release of each Update.

5.6 Support Contacts. Customer shall designate in writing no more than 3 (three) authorized Support Contacts for each Software Product. Each Support Contact is required to receive special training by InfoMC during implementation of the Software. The fees for training the initial Support Contacts are included in the fees for implementation. In the case of a replacement Support Contact, such individual shall be trained by InfoMC before becoming an active Support Contact. Training for replacement Support Contact shall be at InfoMC's then standard rates plus Expenses. Only the Support Contacts shall be permitted to contact InfoMC for support assistance.

5.7 Access. Customer shall provide InfoMC remote access to the Software. Access must be through a Workstation with the necessary Customer-provided support tools, as specified by InfoMC.

6.0 Additional Services. If InfoMC agrees to provide additional services to Customer (such as consulting, creation of Customized Software, or additional training), such services shall be provided at InfoMC's then standard hourly rates plus Expenses. Additional services may be ordered by Customer through an Attachment, work order or purchase order. Fees quoted for such services do not include Expenses and Customer shall also reimburse InfoMC for all Expenses incurred in providing these additional services.

7.0 **Payment of Fees and Expenses**.

7.1 Fees. Customer shall pay all fees required under this Agreement for Software licenses, maintenance and support, Implementation, all additional services. Fees with respect to each Attachment for (i) licenses, (ii) first year of maintenance and support, and (iii) Implementation (collectively, "Initial Fee") shall be paid as described in Initial Fee exhibit. Fees for subsequent maintenance and support periods shall be payable, annually in advance. The annual fee for maintenance and support may not increase over the previous year by more that the Consumer Price Index plus 5%. If Customer decides to terminate support and maintenance without tentatively renewing the contract and subsequently desires to re-enroll, Customer shall be required to pay a reinstatement fee equivalent to the Support and Maintenance Fee that Customer would have been required to pay during that time for which support and maintenance was not received.

7.2 Expenses/Taxes. Fees stated in any quotation, Attachment, work order, or purchase order does not include Expenses and Customer shall pay all Expenses incurred by InfoMC in the performance of any services on Customer's behalf. In addition to the fees set forth in this Agreement, Customer shall pay any applicable sales taxes imposed on goods or services provided.

7.3 Payment. The Initial Fee shall be paid as set forth in Section 7.1. Customer shall pay all other amounts due within 30 days of invoicing. InfoMC may suspend any services provided under this Agreement in the event that Customer fails to timely pay any undisputed amounts. Customer shall pay a service charge equal to one and one-half (1.5%) percent per month on any late payments. In the event that Customer reasonably disputes all or part of an InfoMC invoice, Customer shall provide in writing, in sufficient detail for InfoMC to investigate, the basis for such dispute. Failure to provide such written objection within 60 days of the date of such invoice shall be deemed to be Customer's consent that such amount is undisputed.

7.4 Verification. With reasonable advance notice, Customer shall permit InfoMC or its authorized representatives reasonable access, during normal business hours, to the location(s) where the Software is used in order for InfoMC to verify Customer's compliance with the terms and conditions of this Agreement. In addition, upon request by InfoMC, but not more that once a quarter, Licensee shall execute a function in each Software Product that generates a file which verifies the number of Workstations accessing the Server, and Licensee shall forward said file to InfoMC. In the event that Customer has more copies of any Software Products installed than Customer has paid for, then Customer shall immediately pay the list price (i.e. not a discounted price) for such additional copies plus liquidated damages of 25% of the full cost of such additional copies.

10.3 Termination for Cause. Either party may terminate an Attachment or this entire Agreement for a material breach by the other party of any of the General Terms or an Attachment, provided that (1) the terminating party has provided the breaching party with written notice of the breach and 60 days to cure such breach, and (2) the breach still exists at the time of termination. In the event that one party terminates less than all of the Attachments, the other party may at its option terminate all of the Attachments and the Agreement. Upon written notice to Customer, InfoMC may immediately terminate any Attachment or the entire Agreement for breach of Section 2.1 of the General Terms, without giving Customer the opportunity to cure. In the event of termination by either party under this Section 10.3, the license to use any Software Product or all Software shall be revoked.

10.4 Obligations upon Termination. Upon the expiration or termination of this Agreement or any Attachment for any reason, any outstanding balance due for fees and Expenses shall be due and payable immediately by Customer to InfoMC.

10.5 Survival. Sections 2.1, 8.5, 8.6, 9.0, and 11shall survive termination of this Agreement for any reason.

11.0 Confidentiality.

11.1 Confidential Information. "Confidential Information" means information that a reasonable business person would consider private, sensitive or proprietary and includes, but shall not be limited to, this Agreement and its terms, business or marketing plans, Customer's data, the Software and trade secrets. Customer's Confidential Information shall include, without limitation, information regarding Customer's business and reports (except where the same is provided to InfoMC explicitly for use in creating a better Software Product), clients, providers, premiums and claims.

11.2 Non-Disclosure. Each party ("Recipient") shall hold in confidence and not disclose (except on a confidential basis to its employees who need to know and who are informed of their confidentiality obligations) all Confidential Information received from the other party in the same manner and to the same extent as it holds in confidence its own Confidential Information, and shall not use any such Confidential Information except for purposes contemplated by this Agreement. In the event of a breach by either party of its obligations under this paragraph, the other party may suffer irreparable harm and its remedies at law will be inadequate and shall have, in addition to any other remedies it may have, the right to obtain injunctive relief to restrain any breach or threatened breach thereof. Confidential Information shall not include any information that is or comes into the in the public domain (other than through the fault of the Recipient) or is required by law to be disclosed by Recipient by court order or government agency.

11.3 Patient Information. Except where required by law, InfoMC shall not disclose or utilize individually identified client, provider, or medical claim information in any way that would knowingly violate applicable federal and state laws and regulations, including, but not limited to, California Welfare and Institutions Code, Section 5328; California Health and Safety Code, Sections 11878 and 11977; and Title 42, Code of Federal Regulations, Part 2, as such apply to information provided to InfoMC by Customer.

11.4 Effect of Termination. Upon cancellation or expiration of this Agreement, INFOMC will return to CUSTOMER all tangible items which contain any Confidential Information which belongs to CUSTOMER. Nothing in the foregoing shall affect tangible items (such as computers) containing information in intangible form, provided that InfoMC uses commercially reasonable efforts to erase such information in intangible form.

12.0 Source Code Escrow. InfoMC has an existing source code escrow agreement for certain Software Products with a third party escrow agent. At any time during the term of an Attachment, Customer may elect to be added as a licensee with rights under the escrow agreement by paying the then current annual fee for escrow of that Software Product. In the event Customer is granted access to source code, Customer shall only use it to support and maintain the software and Customer may not create derivative works or allow others (except consultants who have signed a confidentiality agreement with InfoMC) access to the Software. If InfoMC subsequently cures the breach that caused the source code to be released, customer shall cease use of the source code and certify to InfoMC in a statement signed by a Customer officer, that Customer and any consultants retain no copies of the source code.

13.0 Intentionally Omitted.

eCURA™ INFORMATION SYSTEM PRODUCT ATTACHMENT

This Attachment forms part of an Agreement together with the General Terms and Conditions in the document referenced below by contract number and replaces all previous eCura Information System product attachments. All capitalized terms not otherwise defined shall have the meaning set forth in the General Terms and Conditions.

Attachment to Contract #	Software Product Version #	Effective Date of Attachment
200206000152	4.2	July 1st, 2013

User Licensed	Implementation	License Fee	First Year Standard Support and Maintenance Fee
20	$ 0.00	$ 0.00	$ 45,000.00

Days of Training N/A	Maximum number of Trainees per class N/A

Check the following that apply to the eCura Information System:

Check	Service	First Year Fee
	eCura Information System Source Code Escrow	

1.0 Description of the Software Product. "Software Product" as used in this Attachment shall mean the eCura™ Information System software in object code only, as described below, and in the on-line user documentation:

eCura™ Information System

- Membership Module
- Relationship Manager Module
- Clinical Module
- Claims Module
- Accounts Payable Module
- Accounts Receivable Module
- Reporting Module
- Maintenance Module
- Database Model and Data Base Structures

2.0 License Grant. Subject to the terms of this Agreement, InfoMC hereby grants to Customer a personal,, non-transferable, non-assignable, non-exclusive, non-sublicensable right and license to use the Software Product (in object code only) solely for its own internal business purposes. Only Customer's employees shall be permitted to use the Software Product. Only one (1) server and the number of Users set forth above shall have access to the Software Product, unless Customer pays for additional Users or Servers. For purposes of this Attachment, the number of Users shall mean the number of individual persons who use the Software Product. Customer may make one (1) copy of the Software Product solely for nonproductive, backup purposes.

3.0 Standard Support and Maintenance. In addition to the maintenance and support set forth in the General Terms, InfoMC will provide emergency support, 24 hours a day, 7 days a week.

INITIAL FEE EXHIBIT

Uncommitted Reserves for Customer pre-authorized Work Orders, Named User licensing Fees if deemed necessary and mutually agreed to by both Parties, and/or any Maintenance or Technical services as mutually agreed to by both Parties and pre-authorized by the Department of Mental Health: **$5,000.00**

Maximum Contract Obligation: **$50,000.00**
(Including total annual Maintenance and Support Fees)