



## **Community Health Record Software License Agreement**

This Software License Agreement is made on **May 17, 2022**, between the **County of Fresno, California** (“the Customer”) and **Care Coordination Systems LLC** (“CCS”) details the terms and conditions by which CCS will permit the Customer to access and use CCS’s **Community Health Record** platform, including any accompanying applications (collectively, “the Software”).

**1. Grant of License.** Subject to the terms of this Agreement and the Specifications attached to this Agreement, which are incorporated here by reference, CCS grants the Customer a nonexclusive, nontransferable (except as otherwise provided below) license (“the License”) for individuals identified by the Customer (“Licensed Users”) to use the Software in accordance with this Agreement. Unless otherwise provided in the Specifications, the License granted herein is granted solely to the Customer and not, by implication or otherwise, to any parent, subsidiary, or affiliate of the Customer.

### **2. Scope of License.**

**(a)** Under this License, the Customer may enter data, generate reports, and print out, or otherwise make, printed or electronic copies (“Copies”) of the reports, numeric results, and other information or materials generated from Customer's access and use of the Software for the Customer's business purposes. As used in the previous sentence, the phrase “the Customer's business purposes” specifically includes (but is not limited to):

- (1)** providing care coordination, health, and social services to the Customer's clients,
- (2)** sharing of client information with service providers and other care coordination agencies through a community HUB, and
- (3)** compiling statistics and making reports to state or federal government agencies or private funders regarding the Customer's care coordination activities;

*provided*, however, that those features and functions of the Software which support the use of the Pathways 2.0 HUB Model (“Pathways 2.0”) promulgated by the Pathways Community Hub Institute (“PCHI”) shall only be available to the Customer as provided in Section 17 below.

**(b)** CCS may reasonably restrict access rights to the Software by issuance and usage of passwords, login controls, encryption, and other means, including Login Credentials described in Section 4 below.

(c) Any future updates, modifications, enhancements or new versions of the Software provided or made available to the Customer by CCS, in accordance with Section 8(c) below, shall be considered Software subject to this Agreement.

(d) CCS may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the Software without notice to the Customer or any liability; however, CCS agrees to make commercially reasonable efforts to provide the Customer with reasonable prior written notice of any such changes.

**3. Reservation of rights.** Except as provided in Sections 1 and 2 of this Agreement, the Customer has no right, title, interest, or license in the Software.

(a) CCS or its licensors own all rights, title and interests in the Software, including trade secrets, patents, copyrights and database rights. Any rights in the Software not expressly granted to the Customer in this Agreement remain the sole and exclusive property of CCS or its licensors.

(b) The Software is protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions.

(c) The Customer acknowledges that the Software provided under this Agreement may, either now or in the future, include intellectual property which has been licensed to CCS by PCHI or other third party licensors and CCS represents and warrants that it has sufficient rights to license such intellectual property to Customer. Each licensor of any such intellectual property

(1) has a proprietary interest in that component of the Software,

(2) is a direct and intended beneficiary of this Agreement, and

(3) may, in its sole discretion exercised independently of CCS, enforce all its rights in its intellectual property (including rights under Sections 3, 6, and 13 of this Agreement) directly against the Customer.

**4. Licensed Users.** In order for the Customer to access and use the Software, the Customer shall pay the License Fee set forth in the Specifications, and each individual Licensed User identified by the Customer (up to the number of Licensed Users paid for) shall register with CCS, provide CCS with an email address, and obtain a unique user name and password for accessing the Software ("Login Credentials").

(a) CCS and the Customer agree that CCS may obtain email addresses from Licensed Users upon their accessing and using the Software. Such e-mail addresses will only be used for CCS' internal business purposes and not disclosed to any third party irrespective of anything to the contrary in the CCS Privacy Policy.

(b) The Customer may add or remove particular Licensed Users at any time without additional fees, by written notice to CCS, so long as the total number of Licensed Users does not exceed the maximum number set forth in the

Specifications. Additional Licensed Users in excess of this number may be added as provided in subsection (c) below.

**(c)** The Customer may increase the maximum number of Licensed Users at any time upon written notice to CCS and payment of the additional per-user license fee set forth in the Specifications, prorated to the end of the current year, for each additional Licensed User. If additional Licensed Users are added in excess of the maximum provided for in the License Agreement, the additional cost will be reconciled monthly.

**(d)** The Customer is responsible and wholly liable for all acts or omissions committed by any person using the Login Credentials issued to the Customer's Licensed Users.

**(e)** The Customer agrees to honor these restrictions and requirements by limiting access to the Software to only the Licensed Users granted Login Credentials by CCS, not allowing those Licensed Users to share or distribute Login Credentials to other individuals not specifically identified by the Customer and granted access rights by CCS, and by developing, implementing and maintaining audit processes and procedures to confirm compliance by the Customer's employees.

**(f)** Any and all personal information obtained from the Customer or a Licensed User by CCS relating to this Agreement and the Software is subject to CCS's Privacy Policy, and the Customer agrees to the terms and conditions of the Privacy Policy provided that nothing in the Privacy Policy shall permit a disclosure or use of information that would otherwise not be permitted hereunder or the Business Associate Agreement between the parties.

**5. Data.** The Customer is the owner of all information entered into the Software by the Customer, and all records and information generated through the Customer's use of the Software in accordance with the terms of the License, including individual client records and reports generated by the Software and any other information or data of Customer or its clients to which CCS will have access in connection with this Agreement ("the Data").

**(a)** Subject to the terms and conditions of this Agreement, CCS will store Data for the Customer as set forth in the Specifications. In so doing, CCS shall follow the same archival procedures for Customer's Data as CCS employs for its own data, as modified from time to time in CCS' sole discretion.

**(b)** CCS is not responsible for any loss of or inability to retrieve or utilize Data.

**(1)** In the event of any loss or damage to the Customer's Data, the Customer's sole and exclusive remedy shall be for CCS to use commercially reasonable efforts to replace or restore the lost or damaged Data from the latest backup of such Data which CCS has maintained in accordance with this Agreement, the Service Level Agreement, or CCS' standard archival procedures, or from the Customer's backup, if one exists.

**(2)** The Customer is permitted to backup any and all Data and Copies on its own system, and CCS recommends that the Customer do so.

**(c)** The Customer agrees that CCS is permitted to access any and all Data for the purpose of ensuring proper access and use of the Software by the Customer, to maintain and troubleshoot the Software, and to restore Data from backups. Access by CCS' employees will only be on a need to know basis for the foregoing purposes.

**(d)** Notwithstanding the foregoing, CCS may disclose Data to third parties if such disclosure is required by law, provided that CCS shall

**(1)** give prompt notice of such requirement to the Customer so it will have the opportunity to seek a protective order or other appropriate remedy; and

**(2)** cooperate in the Customer's attempts to obtain confidential treatment (such as filing under seal) of any Data which must be disclosed.

**(e)** The parties shall enter into a "Business Associate Agreement" with the other as required by the Health Insurance Portability and Accountability Act of 1996 and its associated regulations ("HIPAA"). If the terms of the applicable Business Associate Agreement conflict with any terms of this Agreement, the most restrictive terms shall control.

**(f)** CCS will promptly report to Customer any access, use or disclosure of Data not permitted by this Agreement, and any successful or unsuccessful security incident including any improper access of the Data or a breach of CCS' system whether occurring at CCS or one of its vendors.

**(g)** The Customer further agrees that CCS is permitted to access and use any and all Data in a de-identified form, and to provide de-identified Data to others, for the purpose of research on public health issues and the effectiveness of care coordination, and in the development of a new or improved platform. Prior to the first such use of de-identified data, CCS shall obtain the Customer's approval of the de-identified format to be used, which approval shall not be unreasonably withheld.

**6. Restrictions on use.** The Customer agrees

**(a)** to only use the Software in the manner, and for the purposes, expressly specified in this Agreement;

**(b)** not to decompile, disassemble, analyze or otherwise examine the Software for the purpose of reverse engineering (except to the extent this restriction is expressly prohibited by applicable law);

**(c)** not to delete or in any manner alter any notices, disclaimers or other legends ("Notices") contained in the Software or appearing on any screens, documents,

reports, numeric results or other materials obtained by the Customer through use of the Software;

**(d)** to reproduce and display all Notices on written or electronic Copies the Customer makes in accordance with this Agreement;

**(e)** not to provide service bureau facilities or commercial time-sharing services to any third party, or supporting operations for any third party, through the access and/or use of the Software;

**(f)** not to attempt to access any systems, programs or data of CCS or any affiliate of CCS (including other customers of CCS) that are not licensed under this Agreement, or otherwise made available by CCS or an affiliate for the Customer's use;

**(g)** not to copy, reproduce, republish, upload, post, transmit, or distribute the Software, or any portion thereof, or facilitate or permit a third party to do so;

**(h)** not to use any device or software to interfere or attempt to interfere with the proper operation of the Software;

**(i)** not to ship, transmit, transfer, or export the Software into any country or use the Software in any manner prohibited by United States export laws, restrictions or regulations; and

**(j)** to abide by all applicable local, state, and national laws and regulations, including HIPAA.

## **7. Hardware and access requirements.**

**(a)** The Customer is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software, and communications services not owned or operated by or on behalf of CCS that are employed by the Customer to access and use the Software, and for all expenses relating thereto (plus any applicable taxes). The Customer agrees to access and use the Software in accordance with any and all specifications and operating instructions or procedures that may be issued by CCS, and amended by CCS from time to time.

**(b)** The Customer understands and agrees that the operation and availability of systems used for accessing and interacting with the Software, including the public telephone system, computer networks, Wi-Fi, and the Internet, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Software. CCS is not in any way responsible for any such interference with or prevention of the Customer's access and/or use of the Software except as contemplated by Section 7(c) below and the Service Level Agreement.

(c) The Software will operate and shall be accessible by Customer and Licensed Users as provided in the Service Level Agreement, which is incorporated here by reference.

**8. Training and support.** CCS will provide the Customer with

(a) training in the use of the Software as set forth in the Specifications to enable the Customer to obtain the full benefit and use of the Software and to obtain the full benefit of any training provided or to be provided from time to time by CCS pursuant to a certain Training Agreement of even date herewith.;

(b) telephone and email support for the Software during normal business hours, as more fully described in the Service Level Agreement (the "Support"); and

(c) discretionary updates and enhancements to the Software, to the extent that CCS generally makes such updates and enhancements available to all of its customers without a separate charge.

**9. Security review and audits.**

(a) Upon written request, CCS shall provide the Customer with copies of its most current HIPAA and security compliance review letters.

(b) The Customer may request an independent review or audit of CCS' computer security policies and practices by an evaluator of the Customer's choice. The Customer shall pay CCS an Audit Fee of \$10,000, and pay all reasonable expenses incurred by CCS as a result of the audit or review. In consideration of this payment, CCS will cooperate with all reasonable requests for information from the Customer and/or evaluator.

**10. Other services and licenses.**

(a) CCS will license its *HealthBridge.care* software to the Customer pursuant to a certain Website & Software License Agreement of even date herewith.

(b) CCS will provide certain advisory services to the Customer pursuant to a certain Advisory Services Agreement of even date herewith.

(c) CCS may offer additional professional services related to the Software ("Services"), which may include additional training, consulting, technical support, and/or implementation assistance. Any Services provided under this Agreement shall be subject to the terms of this Agreement, including warranty exclusions and limitations of liability.

(1) Prior to delivery of any Services by CCS, CCS and the Customer will execute a Statement of Work that references the terms of this Agreement. The Statement of Work will contain a description of the Services to be

performed, a performance schedule, the location of the work, a fee schedule, and any additional obligations of each party.

(2) Subject to the license rights granted herein, as between the parties, CCS shall own all right, title and interest in and to any and all worldwide patents, copyrights, trade secrets and other intellectual property resulting from CCS' performance of Services.

(3) Fees for Services shall be specified in the Statement of Work. The fees plus reasonable travel and other out of pocket expenses that are specified in the Statement of Work are billed upon performance and shall be due thirty days after the date of CCS' invoice.

(4) CCS warrants that any Services provided by CCS shall not infringe upon the copyright, patent or other proprietary rights of others.

## **11. Warranties.**

### **(a) By CCS.**

(1) CCS warrants that, to the best of its efforts and in accordance with industry standards, the Software will not contain any malware or programming devices (e.g. viruses, back doors, timers or other disabling devices, etc.) which would disrupt Customer's use of the services or Customer's network or destroy or damage data or make data inaccessible or delayed.

(2) CCS warrants that the Software, including Customer's use of the reports, processes, techniques and methodologies provided by CCS or developed by CCS, shall not infringe upon the copyright, patent or other proprietary rights of others.

### **(b) By Customer.** The Customer warrants to CCS that the Customer is either

(1) recognized by PCHI as a "Certified Pathways Community Hub" ("Certified Hub") or "Certified Pathways Agency" ("Certified Agency"), or

(2) has an application pending with PCHI for recognition as a Certified Hub or Certified Agency, or

(3) has communicated to PCHI in writing an intention to apply for recognition as a Certified Hub or Certified Agency by a date certain no more than one year from the date of this Agreement.

The Customer shall provide CCS with a written attestation to this effect, in such form as CCS may require.

**12. DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT (IN PARTICULAR, IN SECTION 11 ABOVE), THE SPECIFICATIONS AND SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, ALL SOFTWARE AND SERVICES ARE PROVIDED “AS-IS.”

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCS (INCLUDING ITS MEMBERS, DIRECTORS, OFFICERS, LICENSORS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS) DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE AND SERVICES, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, AND ACCURACY.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SPECIFICATIONS AND SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, CCS DOES NOT WARRANT THAT THE SOFTWARE AND SERVICES ARE OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS.

(c) THE CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF CCS’ GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) CCS DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE REPORTS, DATA, SCORES, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED, OR OTHERWISE RECEIVED BY THE CUSTOMER FROM ACCESSING AND/OR USING THE SOFTWARE AND/OR SERVICES, OR OTHERWISE RESULTING FROM THIS AGREEMENT.

(e) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SPECIFICATIONS, THE SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, USE OF THE SOFTWARE, SERVICES, AND DATA IS ENTIRELY AT THE CUSTOMER’S OWN RISK AND CCS SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR.

**13. LIMITATION OF LIABILITY.** THE TOTAL LIABILITY OF CCS IN THE AGGREGATE TO THE CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, AND SERVICES WILL BE LIMITED TO THE CUSTOMER’S DIRECT DAMAGES. CCS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, AND/OR SERVICES, WHETHER OR NOT CCS AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). CCS SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ALTERATION, DESTRUCTION OR LOSS OF ANY DATA INPUT, GENERATED, OR OBTAINED FROM ACCESS AND/OR USE OF THE SOFTWARE AND SERVICES, WHETHER OR NOT CCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CCS AND THE CUSTOMER, AND THE PRICING FOR THE LICENSE REFLECTS SUCH LIMITATIONS. THE CUSTOMER AGREES THAT THE FOREGOING LIMITATIONS SHALL BE ENFORCEABLE BY CCS TO THE FULL EXTENT THAT LAWS APPLICABLE TO THE CUSTOMER, AND THE LAWS GOVERNING THIS AGREEMENT, ALLOW. THE CUSTOMER AUTHORIZES ANY COURT OR ARBITRATOR ADJUDICATING A DISPUTE UNDER THIS AGREEMENT TO CONSTRUE THE LIMITATIONS SET FORTH ABOVE TO ALLOW THEM TO BE ENFORCEABLE TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW.

**14. Confidentiality.** The Customer acknowledges that the Software and Services constitute and contain confidential, proprietary and copyrighted information and subject matter of CCS and its licensors (“Confidential Information”).

(a) The Customer agrees not to, directly or indirectly, without CCS's prior written consent,

- (1) use Confidential Information for any purposes other than those expressly permitted under this Agreement;
- (2) divulge, discuss, provide, transmit, copy, make available or otherwise communicate Confidential Information to a third party; or
- (3) permit any third party to use Confidential Information.

(b) Notwithstanding the foregoing, the Customer may disclose Confidential Information if such disclosure is required by law, provided that the Customer shall

- (1) give prompt notice of such requirement to CCS so it will have the opportunity to seek a protective order or other appropriate remedy; and
- (2) cooperate in CCS' attempts to obtain confidential treatment (such as filing under seal) of any Confidential Information which must be disclosed.

(c) As used in this Agreement, the term “Confidential Information” shall not include information that is shown by clear and convincing evidence in its entirety:

- (1) to be in or have entered the public domain by means other than a breach of this Agreement;
- (2) to have been possessed by the Customer prior to first receiving it from CCS;
- (3) to have been developed by the Customer independently and without use of or reference to the Confidential Information; or
- (4) to have been received by Customer from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

## **15. Indemnity.**

**(a)** The Customer agrees to defend, indemnify and hold CCS (including its members, directors, officers, licensors, employees, subcontractors, and agents) harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonable attorneys' fees and court costs) arising or resulting from the Customer's breach of any term of this Agreement or caused by acts or omissions performed by the Customer or under any Login Credentials issued to the Customer's Licensed Users, including but not limited to reimbursing all of the costs, expenses and fees (including reasonable legal and expert witness fees) incurred by the parties being indemnified.

**(b)** CCS agrees to indemnify, save, hold harmless, and at the Customer's request, defend the Customer, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to the Customer in connection with the performance, or failure to perform, by CCS, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CCS, its officers, agents, or employees under this Agreement.

**(c)** Notwithstanding the disclaimer of warranties in Section 11 and the limitation of liability set forth in Section 12, CCS will indemnify the Customer (including its members, directors, officers, employees, clients, subcontractors, and agents) and hold it harmless from and against any liability, judgments, claims, damages, losses and expenses (including attorneys' fees) resulting from or related to a claim by any party for infringement of copyright or trademark based on material supplied by CCS to the Customer under this Agreement.

## **16. Term and termination.**

**(a)** The License shall be effective for an Initial Term beginning on the Effective Date set forth in the Specifications and ending five years from the Effective Date.

**(b)** The License, and this Agreement, may be terminated prior to the end of the Initial Term or any Renewal Term, in the following circumstances:

**(1)** by mutual agreement of the parties.

**(2)** immediately, if the Customer fails to pay the License Fee within five business days after the start of any Renewal Term (or any longer period agreed to by CCS in writing prior to the start of the Renewal Term); *provided*, however, that CCS may, at its sole option, continue the License if the Customer pays a 2% Late Fee in addition to the License Fee.

(3) immediately, if a party commits a material breach of this Agreement (other than that described in clause (2) above) and fails to remedy that breach within

(a) the time set forth in the Service Level Agreement, or

(b) forty-five business days after written notice of the breach from the other party,

whichever is applicable.

(4) by the Customer, upon written notice to CCS and payment of a Termination Fee of 50% of the total License Fees which would be payable to CCS over the remaining period of the Term.

(c) Upon termination of this Agreement, all rights under the License granted to the Customer will cease, and the Customer's access to the Software may be disabled and all Login Credentials cancelled.

(1) No later than five days before the termination of this Agreement for any reason, the Customer may designate a maximum of two Licensed Users to be given limited access to download Customer data during the 14 days following the termination date.

(2) After access is terminated, the Customer may, at its sole expense and upon reasonable written request, obtain exactly one copy of CCS' most recent backup copy of the Customer's Data.

(d) The obligations of Sections 3, 5, 6, 14, 15, and 19 of this Agreement, the disclaimers and limitations of Sections 12 and 13, the representations and warranties of Sections 11 and 20(i), and any and all outstanding Customer payment obligations, shall survive the termination of this Agreement.

**17. Pathways 2.0.** The following provisions of this Section 17 shall apply, notwithstanding any conflicting terms elsewhere in this Agreement.

(a) **Eligibility.** For purposes of this Section 17 and the Specifications, the Customer is "eligible to use Pathways 2.0" if the Customer is

(1) recognized by PCHI as a "Certified Pathways Community Hub" ("Certified Hub") or "Certified Pathways Agency" ("Certified Agency"),

(2) has an application pending with PCHI for recognition as a Certified Hub or Certified Agency, or

(3) has communicated to PCHI in writing an intention to apply for recognition as a Certified Hub or Certified Agency by a date certain no more than one year from the date of this Agreement.

The Customer shall provide CCS with a written warranty to this effect, in such form as CCS may require.

**(b) Pathways 2.0 content.** If the Customer is eligible to use Pathways 2.0, CCS shall provide the Customer with:

(1) access to all PCHI-licensed materials, Pathways 2.0 modules and functions in the Software, and a Pathways 2.0 a simulated database (“Pathways 2.0 Demo HUB”) used for training; and

(2) a one-time upload of Pathways 2.0 payer terms.

**18. Reserved.**

**19. Remedies.**

**(a) Arbitration.** With the exception of the particular matters described in Section 19(f)(1) below, any unresolved dispute arising out of or relating to this Agreement (including, but not limited to, questions of interpretation) shall be settled exclusively by arbitration; *provided*, however, that the parties may agree to resolve any such issue through mediation or other alternative dispute resolution processes.

**(b) Procedural rules.** The arbitration shall be conducted by a single arbitrator in Akron, Ohio, in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association (“AAA”) then in effect, *provided* that

(1) the discovery provided for under the Federal Rules of Civil Procedure shall be available to both parties, and

(2) the parties may agree to use an arbitrator other than those provided by the AAA.

**(c) Authority of the arbitrator.** The arbitrator shall not have the authority to add to, detract from, or modify any provision of this Agreement. The arbitrator shall have the authority to order reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon.

**(d) Binding effect and enforcement.**

(1) This agreement to arbitrate shall be specifically enforceable as provided in Section 19(f)(1)(B) below.

(2) The decision of the arbitrator shall be final and binding on all parties, and judgment may be entered upon the arbitration award in the State courts located in Summit County, Ohio as provided in Section 19(f)(1)(C) below.

**(e) Fees and costs.**

(1) The fees of the arbitrator, and his or her reasonable expenses, shall be shared equally by the parties unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(2) Attorneys' fees and expenses of the parties in connection with the arbitration shall be paid by the party who incurs them, unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(3) The fees and expenses (including reasonable attorneys' fees) incurred to enforce the agreement to arbitrate contained in this Section 19, or to enforce an arbitrator's award, shall be paid by the party against whom the agreement or award is enforced.

**(f) Court proceedings.**

**(1) Actions permitted.**

**(A) Injunctive relief.** The Customer acknowledges that a violation of Sections 3, 6, or 13 of this Agreement would cause irreparable harm to CCS for which no adequate remedy at law exists and, therefore, agrees that, in addition to any other remedies available, CCS shall be specifically entitled to bring an action for injunctive relief to enforce the terms of Sections 3, 6, or 13.

**(B) Agreement to arbitrate.** Either party may enforce the agreement to arbitrate contained in this Section 19 by an action for specific performance.

**(C) Judgment on an arbitral award.** Either party may bring an action to have a judgment entered enforcing an arbitral award.

**(2) Jurisdiction and venue.** Any action described in this Section 19(f) shall be subject to the exclusive jurisdiction of the State courts located in Summit County, Ohio. The parties

**(A)** agree that the State courts located in Summit County, Ohio shall have exclusive jurisdiction over any matters described in this Section 19(f);

**(B)** consent to personal jurisdiction in those courts; and

**(C)** waive any and all claims to the effect that any of those courts constitutes an inconvenient forum or improper venue.

(3) Except as otherwise provided in Section 19(e)(3) above, all attorneys' fees and expenses of the parties in connection with any such action shall be paid by the party who incurs them, unless the Court determines that a different allocation would be just and equitable.

**20. Insurance.** Without limiting the Customer's right to obtain indemnification from CCS or any third parties, CCS, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

**(a) Commercial General Liability**

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000) for the period of May 17, 2022 through October 8, 2022 and Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00) for the period of October 9, 2022 through May 17, 2027. This policy shall be issued on a per occurrence basis. The Customer may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

**(b) Automobile Liability**

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

**(c) Worker's Compensation**

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

**(d) Cyber liability**

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate for the period of May 17, 2022 through October 8, 2022 and limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate for the period of October 9, 2022 through May 17, 2027. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CCS in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**Definition of Cyber Risks.** “Cyber Risks” include but are not limited to (i) Security Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the CCS’s obligations under Section # of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

**(e) Technology Professional Liability (Errors and Omissions).**

Technology professional liability (errors and omissions) insurance with limits of not less than One Million Dollars (\$1,000,000) for the period of May 17, 2022 through October 8, 2022 and limits not less than Two Million Dollars (\$2,000,000) per occurrence for the period of October 9, 2022 through May 17, 2027. Coverage must encompass all of the Contractor’s obligations under this Agreement, including but not limited to claims involving Cyber Risks. Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the Contractor’s obligations under Section # of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

**(f) Additional Requirements Relating to Insurance**

CCS shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Customer, its officers, agents and employees shall be excess only and not contributing with insurance provided under CCS's policies herein. This insurance

shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the Customer.

CCS hereby waives its right to recover from the Customer, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CCS is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CCS's waiver of subrogation under this paragraph is effective whether or not CCS obtains such an endorsement.

Within Thirty (30) days from the date CCS signs and executes this Agreement, CCS shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will administer this contract), stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Customer, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CCS's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to CCS.

In the event CCS fails to keep in effect at all times insurance coverage as herein provided, the Customer may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## **21. Miscellaneous.**

**(a) Entire Agreement.** This Agreement is the complete and exclusive statement of the agreement between Customer and CCS as it relates to the License, Software, Services, and other subject matter of this Agreement, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the License, Software, Services, and other subject matter of this Agreement.

**(b) Governing law.** This Agreement will be governed by the laws of State of Ohio, excluding those relating to choice or conflicts of laws.



**(c) Modifications.**

**(1) Generally.** Except as provided in clause (2) below, this Agreement may not be modified except upon mutual agreement by the parties in writing.

**(2) Exceptions.** CCS reserves the right, at any time, to change

**(A)** the terms of its Privacy Policy consistent with and subject to Section 4(g),

**(B)** its published schedule of License Fees provided that any fees (and limits on increases) set forth in the Specifications shall take precedence, or

**(C)** its archival procedures for Data consistent with and subject to Section 5,

and to place in service updates, modifications, enhancements or new versions of the Software, upon providing the Customer with reasonable advance written notice of such changes. Any use of the Software or Services by the Customer after notification of any such changes shall constitute the Customer's acceptance of the Agreement, Software, procedures, and/or Privacy Policy as so modified.

**(d) Force Majeure.** CCS is not responsible for any failure to perform, or delay in performing, its obligations due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.

**(e) Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms.

**(f) Non-waiver.** CCS's failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power.

**(g) No third-party beneficiaries.** Except as otherwise expressly provided in Sections 3(c) and 15(a) above, and in Section 20(j) below, if applicable, nothing contained in this Agreement is intended to confer upon any person other than the parties, and their respective successors in interest, any benefit, right or remedy under or by reason of this Agreement.

**(h) Writings and written notice.** For purposes of this Agreement, "in writing" includes electronic documents, and "written notice" includes communications sent by electronic mail

**(1)** to CCS at [bob.hamach@ccs.health](mailto:bob.hamach@ccs.health) and/or [mike.morley@ccs.health](mailto:mike.morley@ccs.health), and

(2) to the Customer at: DPHContracts@fresnocountyca.gov

**(i) Customer representations and warranties.** The Customer represents and warrants to CCS that this Agreement was executed by an authorized signatory of Customer with specific authority to enter into and bind the Customer to it.

**(j) U.S. Government customers.** If the Customer uses the Software or Services on behalf of a U.S. Government agency, this Agreement constitutes the entire agreement between the Government agency and CCS and is binding on Government users in accordance with the policy stated at Federal Acquisition Regulation (FAR) [48 CFR] §§ 12.211 and 12.212 (for non-defense agencies) or Defense FAR Supplement (DFARS) [48 CFR] §§ 227.7201 and 227.7202 (for defense agencies). The Software and Services are commercial items which have been developed at private expense and not under a Government contract. Pursuant to Federal Acquisition Regulation (FAR) [48 C.F.R.] 12.212 (for non-defense agencies) and Defense FAR Supplement (DFARS) [48 C.F.R.] 227.7202-1 for defense agencies, the Government's rights in the Software and Services are limited to those rights granted in this Agreement.

**(k) Other rules of construction.**

(1) The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

(2) The words "and" as well as "or" shall be interchangeable to provide the broadest interpretation.

(3) The word "includes" shall mean "includes without limitation" and "includes, but is not limited to" to provide the broadest interpretation.

(4) The word "including" shall mean "including without limitation" and "including but not limited to" to provide the broadest interpretation.

(5) Should a provision of this Agreement require interpretation, it is agreed that the arbitrator, court, or other party interpreting or construing this Agreement shall not apply the assumption that the terms hereof shall be more strictly construed against the party preparing this Agreement.

**(l) Formalities of execution.** This Agreement may be executed by electronic means, or in multiple counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

**Care Coordination Systems, LLC**

DocuSigned by:  
by: Robert Harnach  
0AC2B9DD598F413...

Name: Robert Harnach  
Title: CEO

**The County of Fresno, California**

by: Brian Pacheco

Name: Brian Pacheco  
Title: Chairman of the Board of Supervisors of the County of Fresno

**FOR ACCOUNTING USE ONLY**

Fund: 0001

Subclass: 10000

ORG: 56201557

Account: 7295

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Hanane Deputy

## Specifications

*Community Health Record*: license for a 5-year term, including up to 104 Licensed Users, including invoicing and agency payout, medication reconciliation, patient activation measure screening, real time advanced reporting, benchmarks, data visualization dashboards, *HealthBridge.care* integration maintenance, user support, and standard system upgrades. In no event shall services performed under this and all Agreements be in excess of Eight Hundred and Forty-five Thousand Seven Hundred and Fifty Dollars and No/100 (\$845,750.00) during the initial term of these Agreements.

The Effective Date of the License will be May 17, 2022.

Tele-Coordinator and Tele-Coach service will be provided at \$0.05/minute/participant, invoiced monthly.

The Customer may add a Personal Health Record portal for clients for \$60,000/year for the first 1,000 clients, and \$36,000/year for each additional 1,000.

### **Annual Software License Fee**

The **Annual Software License Fee** for each year shall be the total of the **Base Annual Fee**, and the **PCHI Usage Fee**, both calculated at the beginning of that year.

- The Base Annual Fee during the Initial Term shall be \$121,250 per year. The Base Annual Fee for every year of a Renewal Term after the Initial term of five years shall be the Base Annual Fee for the previous year increased by

(a) 5%, or

(b) the annualized rate of inflation most recently published by the Bureau of Labor Statistics of the United States Department of Labor;

rounded to the nearest \$500, whichever is greater.

The Base Annual Fee shall be further increased by \$750 per year for each Licensed User in excess of 104.

- The PCHI Usage Fee for the first year of the Initial Term shall be \$1,250. The PCHI Usage Fee for all subsequent years shall be determined by the number of Active Participants the Customer has, per the following table:

Number of Active Participants	PCHI Usage Fee
Fewer than 1,000	\$500.00
1,000 - 2,500	\$1,250.00

2,501 - 5,000	\$2,500.00
5,001 - 7,500	\$3,750.00
7,501 - 10,000	\$5,000.00
10,001 - 15,000	\$7,500.00
15,001 - 20,000	\$10,000.00
20,001 - 30,000	\$15,000.00
30,001 – 40,000	\$20,000.00
40,001 – 50,000	\$25,000.00
50,001 – 100,000	\$35,000.00
More than 100,000	\$45,000.00

As used above, the term “Active Participant” means a client of the Customer who has received care coordination services within the past 12 months.



## Training Services Agreement

This Training Services Agreement is made between the **County of Fresno, California** ("the Customer") and **Care Coordination Systems LLC** ("CCS") on May 17, 2022, to detail the terms and conditions by which CCS will provide training and instruction ("Training") to individuals designated by the Customer ("Students").

**1. Services to be provided.** Subject to the terms of this Agreement, CCS hereby agrees to provide Training and other services set forth in **Appendix A – Service Deliverable**.

**2. Payment.** In consideration of the Training to be provided by CCS as set forth in this Agreement, the Customer shall pay to CCS \$123,000 upon execution of this Agreement.

**3. Duties of CCS.** CCS agrees to provide the Training, as set forth in detail in Appendix A, including staffing and management. CCS will comply with any and all applicable federal, state, and local laws concerning its employees and the Training to be provided.

**4. Duties of the Customer.** The Customer will provide CCS' staff with suitable instructional facilities and access to equipment and Internet service at the site(s) for delivery of the Training.

**5. Advertising.** Any materials prepared by the Customer advertising the Training shall be submitted to CCS for its approval before publication or distribution.

**6. Intellectual property rights in the Curriculum.**

(a) The Customer agrees and acknowledges that

(1) CCS owns all right, title, and interest in written and electronic training materials published by CCS for use in the program of instruction used in delivering the Training ("the Curriculum"), including trade secrets, patents, and copyrights.

(2) The written and electronic training materials published by CCS for use in the Curriculum are protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions.

(b) The Customer agrees that it shall not, at any time, without the express written consent of CCS in advance,

(1) copy, reproduce, reverse-engineer, republish, upload, post, transmit, or distribute the Curriculum, or any portion thereof, in any form, including audio or visual recordings of classroom lectures and demonstrations;

(2) use the Curriculum or any portion thereof in the development, production, or delivery of any other curriculum for training community health workers, nurses, nurse's aides, or any other health care worker; or,

(3) produce any derivative works based upon the Curriculum.

(c) Upon the termination of this Agreement, the Customer shall return all Curriculum materials in its possession to CCS.

## **7. Warranties.**

(a) CCS represents and warrants that it is the owner of the written and electronic training materials published by CCS for use in the Curriculum.

## **8. Indemnity.**

(a) The Customer agrees to defend, indemnify and hold CCS (including its members, directors, officers, licensors, employees, subcontractors, and agents) harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonable attorneys' fees and court costs) arising or resulting from the Customer's breach of any term of this Agreement or caused by acts or omissions performed by the Customer or any Student, including but not limited to reimbursing all of the costs, expenses and fees (including reasonable legal and expert witness fees) incurred by the parties being indemnified. The provisions of this Section 8 shall survive the termination of the Agreement.

(b) CCS agrees to indemnify, save, hold harmless, and at the Customer's request, defend the Customer, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to the Customer in connection with the performance, or failure to perform, by CCS, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CCS, its officers, agents, or employees under this Agreement.

**9. HIPAA compliance.** The parties acknowledge that, in the course of providing necessary laboratory and clinical experiences to the Students, CCS and/or the Customer may obtain or have custody of records or other data which is or contains "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 and its associated regulations ("HIPAA"). Each of the parties shall (if they have not already) enter into a "Business Associate Agreement" with the other as required by HIPAA. If the terms of the applicable Business Associate Agreement conflict with any terms of this Agreement, the most restrictive terms shall control.

## **10. Remedies.**

**(a) Arbitration.** With the exception of the particular matters described in Section 10(f)(1) below, any unresolved dispute arising out of or relating to this Agreement (including, but not limited to, questions of interpretation) shall be settled exclusively by arbitration; *provided*, however, that the parties may agree to resolve any such issue through mediation or other alternative dispute resolution processes.

**(b) Procedural rules.** The arbitration shall be conducted by a single arbitrator in Akron, Ohio, in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association (“AAA”) then in effect, *provided* that

(1) the discovery provided for under the Federal Rules of Civil Procedure shall be available to both parties, and

(2) the parties may agree to use an arbitrator other than those provided by the AAA.

**(c) Authority of the arbitrator.** The arbitrator shall not have the authority to add to, detract from, or modify any provision of this Agreement. The arbitrator shall have the authority to order reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon.

**(d) Binding effect and enforcement.**

(1) This agreement to arbitrate shall be specifically enforceable as provided in Section 10(f)(1)(B) below.

(2) The decision of the arbitrator shall be final and binding on all parties, and judgment may be entered upon the arbitration award in the State courts located in Summit County, Ohio as provided in Section 10(f)(1)(C) below.

**(e) Fees and costs.**

(1) The fees of the arbitrator, and his or her reasonable expenses, shall be shared equally by the parties unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(2) Attorneys’ fees and expenses of the parties in connection with the arbitration shall be paid by the party who incurs them, unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(3) The fees and expenses (including reasonable attorneys’ fees) incurred to enforce the agreement to arbitrate contained in this Section 10, or to enforce an arbitrator’s award, shall be paid by the party against whom the agreement or award is enforced.



**(f) Court proceedings.**

**(1) Actions permitted.**

**(A) Injunctive relief.** The Customer acknowledges that a violation of Section 6 of this Agreement would cause irreparable harm to CCS for which no adequate remedy at law exists and, therefore, agrees that, in addition to any other remedies available, CCS shall be specifically entitled to bring an action for injunctive relief to enforce the terms of Section 6.

**(B) Agreement to arbitrate.** Either party may enforce the agreement to arbitrate contained in this Section 10 by an action for specific performance.

**(C) Judgment on an arbitral award.** Either party may bring an action to have a judgment entered enforcing an arbitral award.

**(2) Jurisdiction and venue.** Any action described in this Section 10(f) shall be subject to the exclusive jurisdiction of the State courts located in Summit County, Ohio. The parties

**(A)** agree that the State courts located in Summit County, Ohio shall have exclusive jurisdiction over any matters described in this Section 10(f);

**(B)** consent to personal jurisdiction in those courts; and

**(C)** waive any and all claims to the effect that any of those courts constitutes an inconvenient forum or improper venue.

**(3)** Except as otherwise provided in Section 10(e)(3) above, all attorneys' fees and expenses of the parties in connection with any such action shall be paid by the party who incurs them, unless the Court determines that a different allocation would be just and equitable.

**11. Insurance.** Without limiting the Customer's right to obtain indemnification from CCS or any third parties, CCS, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

**(a) Commercial General Liability**

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000) for the period of May 17, 2022 through October 8, 2022 and Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of

Four Million Dollars (\$4,000,000.00) for the period of October 9, 2022 through May 17, 2027. This policy shall be issued on a per occurrence basis. The Customer may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

**(b) Automobile Liability**

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

**(c) Worker's Compensation**

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

**(d) Cyber liability**

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate for the period of May 17, 2022 through October 8, 2022 and limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate for the period of October 9, 2022 through May 17, 2027. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CCS in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the CCS's obligations under Section # of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

**(e) Technology Professional Liability (Errors and Omissions).**

Technology professional liability (errors and omissions) insurance with limits of not less than One Million Dollars (\$1,000,000) for the period of May 17, 2022 through October 8, 2022 and limits not less than Two Million Dollars (\$2,000,000) per occurrence for the period of October 9, 2022 through May 17, 2027. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks. Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the Contractor's obligations under Section # of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

**(f) Additional Requirements Relating to Insurance**

CCS shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Customer, its officers, agents and employees shall be excess only and not contributing with insurance provided under CCS's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the Customer.

CCS hereby waives its right to recover from the Customer, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CCS is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CCS's waiver of subrogation under this paragraph is effective whether or not CCS obtains such an endorsement.

Within Thirty (30) days from the date CCS signs and executes this Agreement, CCS shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will administer this contract), stating that such

insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Customer, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CCS's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to CCS.

In the event CCS fails to keep in effect at all times insurance coverage as herein provided, the Customer may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## 12. Miscellaneous.

**(a) Entire Agreement.** This Agreement is the complete and exclusive statement of the agreement between Customer and CCS as it relates to the Training and other subject matter of this Agreement, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the Training and other subject matter of this Agreement.

**(b) Governing law.** This Agreement will be governed by the laws of State of Ohio, excluding those relating to choice or conflicts of laws.

### **(c) Modifications.**

**(1) Generally.** Except as provided in clause (2) below, this Agreement may not be modified except upon mutual agreement by the parties in writing.

**(2) Exceptions.** CCS reserves the right, at any time, to change the Curriculum or the materials used therein; *provided* that no such change shall cause the Curriculum to fail to meet the requirements of Section 4723-26-12 of the Ohio Administrative Code or any other applicable law or regulation governing the training of community health workers.

**(d) Force majeure.** CCS is not responsible for any failure to perform, or delay in performing, its obligations due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.

**(e) Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms.

**(f) Non-waiver.** CCS's failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power.

**(g) No third-party beneficiaries.** Nothing contained in this Agreement is intended to confer upon any person other than the parties, and their respective successors in interest, any benefit, right or remedy under or by reason of this Agreement.

**(h) Writings and written notice.** For purposes of this Agreement, "in writing" includes electronic documents, and "written notice" includes communications sent by electronic mail

(1) to CCS at [bob.harnach@ccs.health](mailto:bob.harnach@ccs.health), [Kate.Hinken@ccs.health](mailto:Kate.Hinken@ccs.health), and/or [mike.morley@ccs.health](mailto:mike.morley@ccs.health), and

(2) to the Customer at [DPHContracts@fresnocountyca.gov](mailto:DPHContracts@fresnocountyca.gov).

**(i) Customer representations and warranties.** The Customer represents and warrants to CCS that this Agreement was executed by an authorized signatory of Customer with specific authority to enter into and bind the Customer to it.

**(j) Other rules of construction.**

(1) The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

(2) The words "and" as well as "or" shall be interchangeable to provide the broadest interpretation.

(3) The word "includes" shall mean "includes without limitation" and "includes, but is not limited to" to provide the broadest interpretation.

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(5) Should a provision of this Agreement require interpretation, it is agreed that the arbitrator, court, or other party interpreting or construing this Agreement shall not apply the assumption that the terms hereof shall be more strictly construed against the party preparing this Agreement.

**(k) Formalities of execution.** This Agreement may be executed by electronic means, or in multiple counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

**Care Coordination Systems, LLC**

DocuSigned by:  
by: Robert Harnach  
0AC2B9DD598F413...  
Name: Robert Harnach  
Title: CEO

**The County of Fresno, California**

by: Brian Pacheco  
Name: Brian Pacheco  
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**FOR ACCOUNTING USE ONLY**

Fund: 0001

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Account: 7295

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Hunam Deputy

## **Appendix A – Service Deliverable**

Activation Training for Users and Software for all care coordinators, supervisors, operations, and Health Engagement Team members: 4 sessions of up to 27 students each - 104 students total.

Operations, Reporting, and Invoicing Training for Operations and Staff: one session.



## **Amendment to *Community Health Record* Software License Agreement**

This Amendment is made and entered into on May 17, 2022 between **Care Coordination Systems, LLC** (“CCS”) and **The County of Fresno, California** (“the Customer”) to amend an existing Software License Agreement between the parties dated [date] (“the Original License Agreement”).

### ***Recitals***

- A.** The Original License Agreement grants the Customer the right to use CCS’ *Community Health Record* software (“the Software”) for an Initial Term which will end on [end date], with provision for one or more Renewal Terms of [number] years each thereafter.
- B.** The Customer uses the Software to provide care coordination services to individuals.
- C.** The Customer is or will become eligible to provide these services using the Pathways 2.0 HUB Model (“Pathways 2.0”) promulgated by the Pathways Community Hub Institute (“PCHI”).
- D.** This Amendment sets forth the terms and conditions under which the Customer will have access to, and use of, those features and functions of the Software that support Pathways 2.0 (“Pathways 2.0 Content”).

### ***Agreement***

**1. Eligibility.** For purposes of this Amendment, the Customer is “eligible to use Pathways 2.0” if the Customer is

- (a)** recognized by PCHI as a “Certified Pathways Community Hub” (“Certified Hub”) or “Certified Pathways Agency” (“Certified Agency”),
- (b)** has an application pending with PCHI for recognition as a Certified Hub or Certified Agency, or
- (c)** has communicated to PCHI in writing an intention to apply for recognition as a Certified Hub or Certified Agency by a date certain no more than one year from the date of this Agreement.

The Customer shall provide CCS with a written warranty to this effect, in such form as CCS may require, subject to written confirmation by PCHI. If CCS is informed by PCHI that the Customer has been denied certification or its certification has been revoked, the Customer will no longer be deemed eligible to use Pathways 2.0.



**2. Activation Fee.** Upon execution of the five-year Community Health Record license, the Customer also receive the benefits of Pathways 2.0 model with the waiver of the \$15,000 Activation Fee. Otherwise, Customer shall pay CCS a one-time nonrefundable Pathways 2.0 Activation Fee of \$15,000.

**3. Pathways 2.0 Content.** Upon payment of the Pathways 2.0 Activation Fee, and upon confirmation that the Customer is eligible to use Pathways 2.0, CCS shall provide the Customer with:

- (1) access to all PCHI-licensed materials, Pathways 2.0 modules and functions in the Software, and a Pathways 2.0 a simulated database (“Pathways 2.0 Demo HUB”) used for training;
- (2) two hours of training in Pathways 2.0 workflow processes and changes in the Software made to conform to Pathways 2.0 standards; and,
- (3) advisory services, of up to one hour per day, during the first business week that the Customer delivers services using Pathways 2.0;
- (4) a one-time upload of Pathways 2.0 payer terms.

If the Customer later becomes ineligible to use Pathways 2.0, CCS shall terminate the Customer’s access to the Pathways 2.0 Content.

**4. Miscellaneous.**

- (a) This Amendment and the Original License Agreement contain the entire understanding between CCS and the Customer relating to its subject matter, and supersede all prior or contemporaneous written or oral communications, understandings, and agreements between CCS and the Customer.
- (b) Except as otherwise provided in this Amendment, the terms of the Original License Agreement remain in full force and effect. This Amendment and the Original License Agreement shall be construed *in pari materia* to give maximum effect to both.
- (c) The construction, interpretation and performance of this Amendment and the Original License Agreement will be governed by and construed in accordance with the laws of Ohio, without regard to the choice or conflict of law provisions thereof.
- (d) This Amendment may be executed by electronic means, or in multiple counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

**Care Coordination Systems, LLC**

DocuSigned by:  
by: Robert Harnach  
0AC2B9DD598F413...

~~XXXX~~ Robert Harnach  
~~XXXX~~ [title]  
XXXX CEO

**The County of Fresno, California**

by: Brian Pacheco

Name: Brian Pacheco  
Title: Chairman of the Board of  
Supervisors of the County of Fresno

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By Harnach Deputy

**FOR ACCOUNTING USE ONLY**

Fund: 0001

Subclass: 10000

ORG: 56201557

Account: 7295



## Advisory Services Agreement

This Agreement is made and entered into on **May 17, 2022**, by and between **Care Coordination Systems, LLC** ("CCS") and the **County of Fresno, California** ("the Customer").

### *Recitals*

- A.** The Pathways Community HUB Model ("Pathways Model") is a method of care coordination which improves the health and well-being of at-risk populations by using community health workers and sophisticated data management to identify, care for, and track treatment outcomes of persons not adequately served by the health care system.
- B.** The Customer is starting up a community hub using the Pathways Model.
- C.** CCS has developed specialized knowledge and expertise that would be beneficial in assisting the Customer in this endeavor.
- D.** The purpose of this Agreement is to set forth the terms and conditions under which CCS will provide independent consulting services to the Customer.

### *Agreement*

- 1. Term.** This Agreement shall be effective on the date written above and continue until completion of the projects set forth in the "Statement of Work" attached as Exhibit A and incorporated here by reference.
- 2. Services.** CCS shall provide consulting services for the Customer ("Services") as more fully set forth in the Statement of Work.
- 3. Compensation.** In consideration for the Services rendered, the Customer shall pay CCS in accordance with the fee schedule included in the Statement of Work. The Customer shall pay any fees due to CCS within Forty-five (45) days after receiving an invoice from CCS for such fees. Each invoice from CCS will contain a specific description of time spent and Services rendered.
- 4. Relationship of the parties.** The parties agree that CCS' relationship to the Customer in the provision of Services under this Agreement shall be that of an independent contractor and not that of an agent, partner, or co-venturer of the Customer. The employees, contractors, and agents of CCS shall not be considered employees, agents, or representatives of the Customer for any purpose.
  - (a)** CCS shall have sole control of the manner and means of performing the Services and the assignment of personnel to perform them, and the Customer is interested only in the results CCS obtains.



(b) CCS does not have, nor shall CCS hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the Customer, unless the Customer expressly delegates such authority in writing.

(c) The Customer does not have, nor shall the Customer hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon CCS, unless CCS expressly delegates such authority in writing.

**5. Confidentiality.** The parties each recognize that in the course of working with each other under this Agreement, they will each also have awareness of and access to the trade secrets, proprietary software, contracts with each other's vendors and customers, and other nonpublic information ("Confidential Information") of the other.

(a) Each party recognizes and acknowledges that all of the other party's Confidential Information is a unique asset of its business. The parties each agree to keep all Confidential Information and work performed confidential.

(b) The parties will not, during or after the term of this Agreement, in whole or in part, disclose Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall they make use of any Confidential Information for the their own purposes or for the benefit of any person, firm, corporation, association or other entity (except the other party and/or a Customer) under any circumstances, unless expressly authorized in writing by the other party.

(c) If either party becomes legally obligated or compelled (by deposition, subpoena or other validly issued administrative or judicial process) to release Confidential Information belonging to the other party, it shall provide prompt notice to the owner of the Confidential Information regarding the subpoena or other process. The party in receipt of process shall thereafter be entitled to comply with such process to the extent required by law. In addition, the party in receipt of process shall cooperate with the other party in appropriate attempts to limit the extent or breadth of the required disclosure.

The obligations of this Section 5 shall survive the termination of this Agreement.

## **6. Remedies.**

(a) **Arbitration.** With the exception of the particular matters described in Section 6(f)(1) below, any unresolved dispute arising out of or relating to this Agreement (including, but not limited to, questions of interpretation) shall be settled exclusively by arbitration; provided, however, that the parties may agree to resolve any such issue through mediation or other alternative dispute resolution processes.



**(b) Procedural rules.** The arbitration shall be conducted by a single arbitrator in Akron, Ohio, in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association (“AAA”) then in effect, provided that

(1) the discovery provided for under the Federal Rules of Civil Procedure shall be available to both parties, and

(2) the parties may agree to use an arbitrator other than those provided by the AAA.

**(c) Authority of the arbitrator.** The arbitrator shall not have the authority to add to, detract from, or modify any provision of this Agreement. The arbitrator shall have the authority to order reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon.

**(d) Binding effect and enforcement.**

(1) This agreement to arbitrate shall be specifically enforceable as provided in Section 6(f)(1)(B) below.

(2) The decision of the arbitrator shall be final and binding on all parties, and judgment may be entered upon the arbitration award in the State courts located in Summit County, Ohio as provided in Section 6(f)(1)(C) below.

**(e) Fees and costs.**

(1) The fees of the arbitrator, and his or her reasonable expenses, shall be shared equally by the parties unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(2) Attorneys’ fees and expenses of the parties in connection with the arbitration shall be paid by the party who incurs them, unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(3) The fees and expenses (including reasonable attorneys’ fees) incurred to enforce the agreement to arbitrate contained in this Section 15, or to enforce an arbitrator’s award, shall be paid by the party against whom the agreement or award is enforced.

**(f) Court proceedings.**

**(1) Actions permitted.**

**(A) Injunctive relief.** The parties acknowledge that a violation of Section 5 of this Agreement would cause irreparable harm for which no adequate remedy at law exists and, therefore, agree that, in addition to any other remedies available, the other party shall be specifically



entitled to bring an action for injunctive relief to enforce the terms of Section 5.

**(B) Agreement to arbitrate.** Either party may enforce the agreement to arbitrate contained in this Section 6 by an action for specific performance.

**(C) Judgment on an arbitral award.** Either party may bring an action to have a judgment entered enforcing an arbitral award.

**(2) Jurisdiction and venue.** Any action described in this Section 6(f) shall be subject to the exclusive jurisdiction of the State courts located in Summit County, Ohio. The parties

**(A)** agree that the State courts located in Summit County, Ohio shall have exclusive jurisdiction over any matters described in this Section 6(f);

**(B)** consent to personal jurisdiction in those courts; and

**(C)** waive any and all claims to the effect that any of those courts constitutes an inconvenient forum or improper venue.

**(3)** Except as otherwise provided in Section 6(e)(3) above, all attorneys' fees and expenses of the parties in connection with any such action shall be paid by the party who incurs them, unless the Court determines that a different allocation would be just and equitable.

## **7. Miscellaneous.**

**(a)** This Agreement contains the entire understanding between CCS and the Customer relating to its subject matter, and supersedes all prior or contemporaneous written or oral communications, understandings, and agreements between CCS and the Customer.

**(b)** This Agreement may not be modified except by a writing signed by both parties.

**(c)** The construction, interpretation and performance of this Agreement will be governed by and construed in accordance with the laws of Ohio, without regard to the choice or conflict of law provisions thereof.

**(d)** No failure or delay by either CCS or the Customer in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.



**(e)** No waiver of any terms or conditions of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition. All waivers must be in writing and signed by the party sought to be bound.

**(f)** If any part of this Agreement shall be held unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.

**(g)** This Agreement may be executed by electronic means, or in multiple counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

**(h)** For purposes of this Agreement, “in writing” includes electronic documents, and “written notice” includes communications sent by electronic mail

**(1)** to CCS at [bob.harnach@ccs.health](mailto:bob.harnach@ccs.health) and/or [mike.morley@ccs.health](mailto:mike.morley@ccs.health), and

**(2)** to the Customer at [DPHContracts@fresnocountyca.gov](mailto:DPHContracts@fresnocountyca.gov).



**Care Coordination Systems, LLC**

**The County of Fresno, California**

DocuSigned by:  
by: Robert Harnach  
0AC2B9DD598F413...

by: [Signature]

Name: Robert Harnach  
Title: CEO

Name: Brian Pacheco  
Title: Chairman of the Board of Supervisors of the County of Fresno

**FOR ACCOUNTING USE ONLY**

Fund: 0001

Subclass: 10000

ORG: 56201557

Account: 7295

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: [Signature] Deputy





**Statement of Work**

Develop and implement the community engagement strategy for *HealthBridge.care*  
.....\$10,000

Other development or advisory services requested by the Customer .....\$250/hour



## **HealthBridge.care Website & Software License Agreement**

This Website & Software License Agreement is made on May 17, 2022 between the **County of Fresno, California** (“the Customer”) and **Care Coordination Systems LLC** (“CCS”) details the terms and conditions by which CCS will permit the Customer to access and use the **HealthBridge.care** information and referral website (“the Website”) and associated software and resource information (“the Software”).

### ***Recitals***

- A.** CCS operates a website known as “HealthBridge.care” (which may also be private labeled under various URLs) which facilitates contact between members of the public and the providers health and social services.
- B.** The Customer is located in Fresno County, California (“the Community”) and desires to use the Website and Software to make individuals in the Community aware of health and social services that are available and permit those individuals to more easily contact the service providers and/or Customer.
- C.** CCS is also providing the Customer with training services pursuant to a certain Training Agreement of even date herewith, with a license to use CCS’ Community Health Record care coordination software pursuant to a certain Software License Agreement of even date herewith and with advisory services pursuant to a certain Advisory Services Agreement of even date herewith.

### ***Agreement***

**1. Grant of License.** Subject to the terms of this Agreement and the Appendix attached to this Agreement, which are incorporated here by reference, CCS grants the Customer a nonexclusive, nontransferable license (“the License”) to post content to the Website, and use the Software, in accordance with this Agreement. Unless otherwise provided in the Appendix, the License granted herein is granted solely to the Customer and not, by implication or otherwise, to any parent, subsidiary, affiliate, transferee, or successor in interest of the Customer.

**2. Scope of License.** Under this License, the Customer may post content to the Website and use the Software for the Customer’s business purposes. As used in the previous sentence, the phrase “the Customer’s business purposes” specifically includes (but is not limited to) providing health, and social services to individuals in the Community and compiling statistics and making reports to state or federal government agencies or private funders regarding the Customer’s activities.

- (a)** CCS may reasonably restrict access rights to the Website and Software by issuance and usage of passwords, login controls, encryption, and other means,



including Login Credentials described in Subsection (d) below.

**(b)** Any future updates, modifications, enhancements or new versions of the Website or Software provided or made available to the Customer by CCS shall be included in the License granted under this Agreement.

**(c)** CCS may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the Website or Software without notice to the Customer or any liability; however, CCS agrees to make commercially reasonable efforts to provide the Customer with reasonable prior written notice of any such changes.

**(d)** In order for the Customer to access and use the Software, the Customer shall pay the License Fee set forth in the Appendix, and any employee or agent of the Customer authorized to access the Website and Software on the Customer's behalf shall provide CCS with an email address, and obtain a unique user name and password ("Login Credentials").

**(1)** CCS and the Customer agree that CCS may obtain email addresses for this purpose. Such e-mail addresses will only be used for CCS' internal business purposes and not disclosed to any third party irrespective of anything to the contrary in the CCS Privacy Policy.

**(2)** The Customer is responsible and wholly liable for all acts or omissions committed by any person using the Login Credentials issued to the Customer.

**3. Reservation of rights.** Except as provided in Sections 1 and 2 of this Agreement, the Customer has no right, title, interest, or license in the Website or the Software.

**(a)** CCS and/or its licensors own all rights, title and interests in the Website and Software, including trademarks, service marks, trade secrets, patents, copyrights and database rights. Any rights in the Website and Software not expressly granted to the Customer in this Agreement remain the sole and exclusive property of CCS or its licensors.

**(b)** The Website and Software are protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions.

**(c)** The Customer acknowledges that the Website and Software provided under this Agreement include intellectual property which has been licensed to CCS by third party licensors and CCS represents and warrants that it has sufficient rights to license such intellectual property to Customer. Each licensor of any such intellectual property

**(1)** has a proprietary interest in that component of the Website and Software,



(2) is a direct and intended beneficiary of this Agreement, and

(3) may, in its sole discretion exercised independently of CCS, enforce all its rights in its intellectual property directly against the Customer.

**4. Restrictions on use.** The Customer agrees

(a) to only use the Website and Software in the manner, and for the purposes, expressly specified in this Agreement;

(b) not to decompile, disassemble, analyze or otherwise examine the Software for the purpose of reverse engineering (except to the extent this restriction is expressly prohibited by applicable law);

(c) not to delete or in any manner alter any notices, disclaimers or other legends (“Notices”) posted on the Website or contained in the Software;

(d) not to provide service bureau facilities or commercial time-sharing services to any third party, or supporting operations for any third party, through the access and/or use of the Website and Software;

(e) not to attempt to access any systems, programs or data of CCS or any affiliate of CCS (including other customers of CCS utilizing the Software) that are not licensed under this Agreement, or otherwise made available by CCS or an affiliate for the Customer’s use;

(f) not to copy, reproduce, republish, upload, post, transmit, or distribute the Software, the content on the Website, or any portion thereof, or facilitate or permit a third party to do so;

(g) not to use any device or software to interfere or attempt to interfere with the proper operation of the Website and Software;

(h) not to ship, transmit, transfer, or export the Software into any country or use the Software in any manner prohibited by United States export laws, restrictions or regulations; and

(i) to abide by all applicable local, state, and national laws and regulations.

**5. Hardware and access requirements.**

(a) The Customer is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software, and communications services not owned or operated by or on behalf of CCS that are employed by the Customer to access and use the Software, and for all expenses relating thereto (plus any applicable taxes). The Customer agrees to access and use the Software in accordance with any and all operating instructions or procedures that may be issued by CCS, and amended by CCS from time to time.



**(b)** The Customer understands and agrees that the operation and availability of systems used for accessing and interacting with the Software, including the public telephone system, computer networks, Wi-Fi, and the Internet, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Software. CCS is not in any way responsible for any such interference with or prevention of the Customer's access and/or use of the Software except as contemplated by the Service Level Agreement.

**(c)** The Software will operate and shall be accessible by the Customer as provided in the Service Level Agreement, which is incorporated here by reference.

## **6. Warranties.**

**(a)** CCS warrants that, to the best of its efforts and in accordance with industry standards, the Website and Software will not contain any malware or programming devices (e.g. viruses, back doors, timers or other disabling devices, etc.) which would disrupt Customer's use of the services or Customer's network or destroy or damage data or make data inaccessible or delayed.

**(b)** CCS warrants that the Software does not infringe upon the copyright, patent or other proprietary rights of others.

**7. DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT (IN PARTICULAR, IN SECTION 6 ABOVE), THE APPENDIX AND SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, THE WEBSITE AND SOFTWARE ARE PROVIDED "AS-IS."

**(a)** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCS (INCLUDING ITS MEMBERS, DIRECTORS, OFFICERS, LICENSORS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS) DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE WEBSITE AND SOFTWARE, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, AND ACCURACY.

**(b)** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE APPENDIX AND SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, CCS DOES NOT WARRANT THAT THE WEBSITE AND SOFTWARE ARE OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS.

**(c)** THE CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF CCS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**(d)** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE APPENDIX, THE SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, USE OF THE



WEBSITE AND SOFTWARE IS ENTIRELY AT THE CUSTOMER'S OWN RISK AND CCS SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR.

**8. LIMITATION OF LIABILITY.** THE TOTAL LIABILITY OF CCS IN THE AGGREGATE TO THE CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, AND SERVICES WILL BE LIMITED TO THE CUSTOMER'S DIRECT DAMAGES. CCS SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, AND/OR SERVICES, WHETHER OR NOT CCS AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). CCS SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ALTERATION, DESTRUCTION OR LOSS OF ANY DATA INPUT, GENERATED, OR OBTAINED FROM ACCESS AND/OR USE OF THE SOFTWARE AND SERVICES, WHETHER OR NOT CCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CCS AND THE CUSTOMER, AND THE PRICING FOR THE LICENSE REFLECTS SUCH LIMITATIONS. THE CUSTOMER AGREES THAT THE FOREGOING LIMITATIONS SHALL BE ENFORCEABLE BY CCS TO THE FULL EXTENT THAT LAWS APPLICABLE TO THE CUSTOMER, AND THE LAWS GOVERNING THIS AGREEMENT, ALLOW. THE CUSTOMER AUTHORIZES ANY COURT OR ARBITRATOR ADJUDICATING A DISPUTE UNDER THIS AGREEMENT TO CONSTRUE THE LIMITATIONS SET FORTH ABOVE TO ALLOW THEM TO BE ENFORCEABLE TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW.

## **9. Indemnity.**

**(a)** The Customer agrees to defend, indemnify and hold CCS (including its members, directors, officers, licensors, employees, subcontractors, and agents) harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonable attorneys' fees and court costs) arising or resulting from the Customer's breach of any term of this Agreement or caused by acts or omissions performed by the Customer, including but not limited to reimbursing all of the costs, expenses and fees (including reasonable legal and expert witness fees) incurred by the parties being indemnified.

**(b)** Notwithstanding the disclaimer of warranties in Section 7 and the limitation of liability set forth in Section 8, CCS will indemnify the Customer (including its members, directors, officers, employees, clients, subcontractors, and agents) and hold it harmless from and against any liability, judgments, claims, damages, losses and expenses (including attorneys' fees) resulting from or related to a claim by any party for infringement of copyright or trademark based on material supplied by CCS to the Customer under this Agreement.

## **10. Term and termination.**

**(a)** The License shall be effective for an Initial Term of five years beginning on May 17, 2022 ("the Effective Date") and ending five years from the Effective Date.



**(b)** The License, and this Agreement, may be terminated prior to the end of the Initial Term or any Renewal Term, in the following circumstances:

**(1)** by mutual agreement of the parties.

**(2)** immediately, if the Customer fails to pay the annual License Fee within five business days after the start of any year of the Initial Term or any Renewal Term (or any longer period agreed to by CCS in writing prior to the start of the Term); *provided*, however, that CCS may, at its sole option, continue the License if the Customer pays a 2% Late Fee in addition to the License Fee.

**(3)** immediately, if a party commits a material breach of this Agreement (other than that described in clause (2) above) and fails to remedy that breach within

**(a)** the time set forth in the Service Level Agreement, or

**(b)** 45 business days after written notice of the breach from the other party,

whichever is applicable.

**(4)** by the Customer, upon written notice to CCS and payment of a Termination Fee of 50% of the total License Fees which would be payable to CCS over the remaining period of the Term.

Upon termination of this Agreement, all rights under this Agreement, including the License granted to the Customer, will cease and the Customer's access to the Website and Software may be disabled and all Login Credentials cancelled, and the Customer's content posted to the Website deleted.

**(c)** The obligations of Sections 3, 4, 9, and 11 of this Agreement, the disclaimers and limitations of Sections 7 and 8, the representations and warranties of Section 12(h), and any and all outstanding Customer payment obligations, shall survive the termination of this Agreement.

## **11. Dispute resolution.**

**(a) Arbitration.** Any unresolved dispute arising out of or relating to this Agreement (including, but not limited to, questions of interpretation) shall be settled exclusively by arbitration; *provided*, however, that the parties may agree to resolve any such issue through mediation or other alternative dispute resolution processes.

**(b) Procedural rules.** The arbitration shall be conducted by a single arbitrator in Akron, Ohio, in accordance with the National Rules for the Resolution of



Commercial Disputes of the American Arbitration Association (“AAA”) then in effect, *provided* that

(1) the discovery provided for under the Federal Rules of Civil Procedure shall be available to both parties, and

(2) the parties may agree to use an arbitrator other than those provided by the AAA.

**(c) Authority of the arbitrator.** The arbitrator shall not have the authority to add to, detract from, or modify any provision of this Agreement. The arbitrator shall have the authority to order reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon.

**(d) Binding effect and enforcement.** This agreement to arbitrate shall be specifically enforceable as provided in Section 11(f)(1) below, and judgment may be entered upon the arbitration award in the State courts located in Summit County, Ohio as provided in Section 11(f)(1) below.

**(e) Fees and costs.**

(1) The fees of the arbitrator, and his or her reasonable expenses, shall be shared equally by the parties unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(2) Attorneys’ fees and expenses of the parties in connection with the arbitration shall be paid by the party who incurs them, unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(3) The fees and expenses (including reasonable attorneys’ fees) incurred to enforce the agreement to arbitrate contained in this Section 11, or to enforce an arbitrator’s award, shall be paid by the party against whom the agreement or award is enforced.

**(f) Court proceedings.** Either party may enforce the agreement to arbitrate contained in this Section 11 by an action for specific performance. or bring an action to have a judgment entered enforcing an arbitral award. Any such action shall be subject to the exclusive jurisdiction of the State courts located in Summit County, Ohio. The parties

(1) agree that the State courts located in Summit County, Ohio shall have exclusive jurisdiction over any matters described in this Section 11(f);

(2) consent to personal jurisdiction in those courts; and

(3) waive any and all claims to the effect that any of those courts constitutes an inconvenient forum or improper venue.





Except as otherwise provided in Section 11(e)(3) above, all attorneys' fees and expenses of the parties in connection with any such action shall be paid by the party who incurs them, unless the Court determines that a different allocation would be just and equitable.

## 12. Miscellaneous.

(a) This Agreement contains the entire understanding between CCS and the Customer relating to its subject matter, and supersedes all prior or contemporaneous written or oral communications, understandings, and agreements between CCS and the Customer.

(b) This Agreement may not be modified except by a writing signed by both parties.

(c) The construction, interpretation and performance of this Agreement will be governed by and construed in accordance with the laws of Ohio, without regard to the choice or conflict of law provisions thereof.

(d) No failure or delay by either CCS or the Customer in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

(e) No waiver of any terms or conditions of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition. All waivers must be in writing and signed by the party sought to be bound.

(f) If any part of this Agreement shall be held unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.

(g) For purposes of this Agreement, "in writing" includes electronic documents, and "written notice" includes communications sent by electronic mail

(1) to CCS at [bob.harnach@ccs.health](mailto:bob.harnach@ccs.health) and/or [mike.morley@ccs.health](mailto:mike.morley@ccs.health), and

(2) to the Customer at [DPHContracts@fresnocountyca.gov](mailto:DPHContracts@fresnocountyca.gov).

(h) The Customer represents and warrants to CCS that this Agreement was executed by an authorized signatory of Customer with specific authority to enter into and bind the Customer to it.

(i) This Agreement may be executed in counterparts, including by facsimile or other electronic means, each of which may be deemed an original and all of which together shall constitute a single instrument.



**Care Coordination Systems LLC**

**The County of Fresno, California**

DocuSigned by:  
by: Robert Harnach  
0AC2B9DD598F413...  
Name: Robert Harnach  
Title: CEO

by: Brian Pacheco  
Name: Brian Pacheco  
Title: Chairman of the Board of  
Supervisors of the County of Fresno

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By Harnach Deputy

**FOR ACCOUNTING USE ONLY**

Fund: 0001

Subclass: 10000

ORG: 56201557

Account: 7295



## Appendix

The License Fee for the first year of the Initial Term is \$59,000.

The License Fee for the remainder of the Initial Term is \$10,000 per year.

The License Fee for each year of any Renewal Term shall be the License Fee for the previous year, increased by

(a) 5% over the previous year, or

(b) by the annualized rate of inflation most recently published by the Bureau of Labor Statistics of the United States Department of Labor;

rounded to the nearest \$500, whichever is greater.



## HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made and entered into on **May 17, 2022**, and supplements and is made an integral part of an underlying Software License of even date herewith (the "**Contract**"), by and between the **County of Fresno, California** ("**Covered Entity**") and Care Coordination Systems, LLC ("**Business Associate**").

### *Recitals*

A. During the term of the Contract, Business Associate may receive from Covered Entity, or may receive or create on behalf of Covered Entity, certain individual patient identified confidential health or medical information ("**Protected Health Information**" or "**PHI**"). Protected Health Information is hereby defined to include Electronic Protected Health Information ("**EPHI**"), as that term is defined in the regulations hereinafter referred to.

B. By this Agreement, Covered Entity and Business Associate agree to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the Contract and as Required by Law in compliance with:

(1) the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "**HIPAA Regulations**"), Title 45 Parts 160 and 164, including the "**Privacy Rule**" (Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E) and the "**Security Rule**" (Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C) and the HITECH Regulations pertaining to the confidentiality, integrity and availability of EPHI, and other applicable laws; and

(2) the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), passed as a part of the American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5 and regulations including, but not limited to, 45 C.F.R. Parts 160 and 164 (the "**HITECH Regulations**"); references in this Agreement to HIPAA also includes any requirements contained in HITECH, as the same may be amended from time to time.

C. As part of the HIPAA Regulations, the Privacy Rule requires Covered Entity to enter into a contract containing specific requirements with Business Associate as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("**CFR**") and contained in this Agreement.

D. A Business Associate may be directly liable under the HIPAA Rules and subject to



civil, and in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Agreement or Required by Law. A Business Associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.

### ***Agreement***

1. **Definitions.** All capitalized terms used herein but not otherwise defined in the preceding paragraphs shall have the meanings attributed to them in HIPAA and the HIPAA Regulations and HITECH and the HITECH Regulations.

2. **Obligations of Business Associate.**

(a) Business Associate agrees to not use or disclose Protected Health Information other than as provided by the Agreement and as Required by Law. Business Associate agrees to maintain and use appropriate safeguards, and to comply with the Security Rule with respect to EPHI, to prevent the use or disclosure of Protected Health Information other than as set forth in this Agreement.

(b) Business Associate shall assess potential risks and vulnerabilities to PHI, including EPHI, in its possession or under its control and develop, implement, and maintain commercially appropriate administrative, technical and physical safeguards to ensure that all Protected Health Information obtained by or on behalf of Covered Entity is received, maintained, transmitted, and used or disclosed only as authorized by this Agreement and as permitted by the Privacy Rule and the Security Rule.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR 164,410, and any Security Incident of which it becomes aware.

(d) Business Associate shall ensure that all its agents, including subcontractors, to whom it provides Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, or who create, receive, maintain, or transmit PHI on behalf of Business Associate, agree in writing to the same assurances, restrictions, requirements and conditions that apply to Business Associate with respect to such Protected Health Information. If Business Associate receives EPHI, Business Associate will ensure that any agent, including a subcontractor, to whom it provides such EPHI or who creates, receives, maintains, or transmits PHI on behalf of Business Associate, specifically agrees in writing to implement reasonable and appropriate administrative, physical and technical safeguards to protect it.



(e) Business Associate shall, following the discovery of a Breach regarding PHI, notify the Privacy Officer of Covered Entity of the breach. Notification shall be without unreasonable delay, and in no event later than 10 business days after Discovery. A Breach is “**Discovered**” on the first day it is known or, with the exercise of reasonable diligence, would have been known by any employee (other than the employee committing the Breach), officer or agent of the Business Associate. Business Associate shall report such breaching use or disclosure even if Business Associate deems the use or disclosure to be in good faith, unintentional or inadvertent, and even if Business Associate deems the risk of harm posed to the Individuals involved to be insignificant. The notification to the Privacy Officer shall include the information required pursuant to 45 CFR 164.404 and 164.410, including, but not limited to, the identity of the individual whose PHI has been breached, a brief description of what happened (including the date of the breach and the date of discovery), a description of the type of information accessed e.g., name, address, date of birth, Social Security Number, content of health care provided, steps the individual can take to protect him or herself from harm, what the Business Associate is doing to investigate and mitigate the effects of the breach and to prevent future breaches; if any of this information is not available at the time of notification, Business Associate shall provide it promptly if and when it becomes available. In addition, Business Associate shall provide to Covered Entity contact information, such as a toll free telephone number, email address, website or postal address where affected Individuals may request or receive information, and such other information as Covered Entity may reasonably request. Business Associate shall cooperate with Covered Entity in investigating such use or disclosure and assist Covered Entity in determining whether such use or disclosure constitutes a Breach of Unsecured PHI. In the event that Covered Entity determines that a Breach of Unsecured PHI has occurred, at Covered Entity’s election, Business Associate shall:

(1) Prepare, subject to Covered Entity’s right to review and approve, appropriate notifications of such Breach on behalf of Covered Entity pursuant to 45 CFR Sections 164.404, 164.406 and 164.408; or provide Covered Entity with any information necessary for it to prepare appropriate and timely notifications of such Breach pursuant to 45 CFR Sections 164.404, 164.406, 164.408, and 164.410(c); and

(2) Subject to Covered Entity’s right to elect to distribute such notifications itself, distribute the appropriate notifications of such Breach in the time and manner that complies with 45 CFR Sections 164.404, 164.406 and 164.408. Notwithstanding the foregoing, a delay in the distribution in the appropriate notifications may be permitted, but only to the extent and subject to the conditions of 45 CFR Section 164.412, regarding certain law enforcement action.

(f) To the extent that Business Associate or its agents or subcontractors



maintain PHI in a Designated Record Set, Business Associate shall, at the request of Covered Entity, make available PHI which is maintained in Designated Record Sets to Covered Entity or, as directed by Covered Entity, directly to Individual to whom the PHI relates, and in the time and manner that meets the requirements of 45 CFR Section 164.524.

(g) To the extent that Business Associate or its agents or subcontractors maintain PHI in a Designated Record Set, Business Associate shall make available PHI which is maintained in Designated Record Sets to Covered Entity for amendment pursuant to 45 CFR Section 164.526 Business Associate shall in a timely manner incorporate into the Designated Record Set any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any Individual submits a request for an amendment of Protected Health Information directly to Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within 5 business days of the request. Any denial of amendment of an Individual's request to amend PHI maintained by Business Associate or its agents or subcontractors shall be solely the responsibility of Covered Entity.

(h) Business Associate shall implement a process that enables it to provide an accounting of disclosures of PHI sufficient so that Covered Entity can respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and Section 13405(c) of HITECH and the regulations promulgated thereunder. At a minimum, the information to be documented in the log shall include:

- (1) the date of disclosure;
- (2) the name of the entity or person who received PHI and, if known, the address of the entity or person;
- (3) a brief description of the PHI disclosed; and
- (4) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

Business Associate shall provide a copy of the log to Covered Entity annually upon request. Within 10 business days of notice by Covered Entity of a request from an Individual for an accounting of disclosures of Protected Health Information, or within 5 business days after a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall make available to Covered Entity the information from the log required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under



the Privacy Rule and HITECH, including, but not limited to, 45 CFR 164.528.

(i) Within 15 business days of a request by the Covered Entity, Business Associate agrees to comply with Covered Entity's request to accommodate an Individual's access to his/her Protected Health Information. In the event that an Individual contacts Business Associate directly about access to Protected Health Information, Business Associate shall forward such request to Covered Entity within 5 business days to Covered Entity, and shall respond pursuant to instructions from Covered Entity. To the extent that PHI and communications are within the control of Business Associate, Covered Entity shall direct all requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 CFR Section 164.522 to Business Associate for evaluation. Business Associate shall respond directly to Individual if directed to do so by Covered Entity or if contacted directly by Individual, and in the time and manner that complies with all the requirements of 45 CFR Section 164.522 and Section 13405(a) of HITECH.

(j) All documentation that is required by this Agreement, the Privacy Rule, the Security Rule and HITECH shall be retained by Business Associate for a period of 6 years from the date of creation or when it was last in effect, whichever is later. After the expiration of such period, the Business Associate shall destroy the PHI and EPHI, unless otherwise directed by Covered Entity.

(k) Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule and HITECH, in a time and manner designated by the Secretary.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate (or by any other person to whom Business Associate has disclosed PHI) in violation of the requirements of this Addendum. In addition, Business Associate shall cooperate with and implement any reasonable mitigation requests by the Business Associate or Covered Entity relating to any Breach or any attempted or successful Security Incident. Upon request, Business Associate shall provide Covered Entity with a written report of its mitigation efforts.

(m) Business Associate shall satisfy all applicable provisions of the HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange Standards (the "EDI Standards"), in accordance with 45 CFR Part 162. Business Associate further agrees that it shall ensure that any of its agents, including any subcontractors, that conduct standard transactions on its behalf shall comply with the EDI Standards.





(n) Business Associate represents and warrants that all personnel in its workforce, and any agents or subcontractors, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and shall comply with all provisions of this Agreement

**3. Permitted uses and disclosures by Business Associate; sale and marketing prohibited.**

(a) Business Associate shall not use or further disclose Protected Health Information, except as stated in this Section 3 or as Required By Law.

(b) In any permitted use or disclosure of Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity as specified in the Contract and this Agreement, Business Associate shall make reasonable efforts to limit protected health information used or disclosed to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. Business Associate agrees that, to the extent practicable, it shall only request, use and disclose PHI in the form of a Limited Data Set (as defined in 45 CFR Section 164.514(e)(2)), and that in all other cases it shall only request, use or disclose the Minimum Necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(c) Business Associate may use PHI to the minimum extent necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

(d) Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

(e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502.

(f) Business Associate may use Protected Health Information to provide Data Aggregation Services to Covered Entity, as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

(g) The Business Associate is permitted to access and use any and all Protected Health Information in the form of a "limited data set" as defined in 45



CFR 164.514(e), and to provide this de-identified Protected Health Information to others, for the purpose of research on public health issues and the effectiveness of care coordination, and in the development of a new or improved software platform.

**4. Obligations of Covered Entity.**

(a) Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Health Information, including EPHI, transmitted to Business Associate pursuant to the Contract and this Agreement, in accordance with the standards and requirements of the Privacy Rule and the Security Rule, until such Protected Health Information is received by Business Associate, and in accordance with any specifications set forth in the Contract.

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

(c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**5. Term.** This Agreement shall become effective immediately upon execution and, except as hereinafter provided, shall remain in force and effect until the last of the Protected Health Information is returned to Covered Entity or destroyed. Notwithstanding the foregoing, the rights and obligations provided by Sections 2, 7, 8 and 9 of this Agreement shall survive indefinitely.

**6. Termination of Contract.** Notwithstanding any provision in the Contract to the contrary regarding term or termination, if Covered Entity determines in good faith that Business Associate has violated a material term of this Agreement, Covered Entity shall either:

(a) If such violation can be cured within 30 days or a reasonable period of time, provide an opportunity for Business Associate to cure the breach or end the



violation and, if Business Associate does not cure the breach or end the violation within the time specified, terminate the Contract; or

(b) If no cure is possible, immediately terminate the Contract, if feasible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**7. Effect of termination.**

(a) Except as provided in paragraph (b) of this Section, upon termination of the Contract for any reason, Business Associate shall retain no copies of Protected Health Information and, as instructed by Covered Entity, 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.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible or that the retention of some PHI is necessary for Business Associate's proper management and administration, or to carry out its legal responsibilities, Business Associate shall continue to extend the protection of this Agreement to such Protected Health Information retained for those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(c) Upon termination, Business Associate shall retain and continue to make available to Covered Entity the accounting of disclosures required by paragraph 2 (j), in accordance with the requirements of and for the time period required by HITECH.

**8. Indemnification.**

(a) Notwithstanding any provision in the Contract to the contrary regarding indemnification, Business Associate agrees to indemnify, defend and hold Covered Entity harmless from any liability, loss, claims or damages, including reasonable attorneys' fees, caused solely by a breach by Business Associate or any of its affiliates, employees, agents, subcontractors or successors, of its obligations under this Agreement. Business Associate further agrees to assist and defend Covered Entity in any investigation, litigation, adjudication, arbitration, or proceeding of any kind, whether brought by the Secretary, an Individual, or any other person or entity, that may result or arise from any breach of the terms of the Contract or this Agreement.



(b) In the event that Covered Entity intends to rely on this indemnification obligation of Business Associate, Covered Entity will

(1) provide prompt written notice to Business Associate of any claim, action or demand for which indemnity is claimed; and

(2) provide such reasonable cooperation as Business Associate may request.

(c) Covered Entity agrees to indemnify, save, hold harmless, and at Business Associate's request, defend the Business Associate, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to Business Associate in connection with the performance, or failure to perform, by Covered Entity, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Covered Entity, its officers, agents, or employees under this Agreement.

**9. No third party beneficiaries.** Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**10. Miscellaneous.**

(a) A reference in this Agreement to a section in the Privacy Rule or in HITECH means the section as in effect or as hereafter amended.

(b) 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, HIPAA and HITECH.

(c) Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in force and effect.

(d) The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy Rule and HITECH (or applicable state laws relating to security and privacy, if more stringent). The



parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the Privacy Rule and HITECH (or applicable state laws relating to security and privacy, if more stringent).

(e) Upon the effective date of any federal statute amending or expanding HIPAA or any guidance, temporary, interim final or final regulations promulgated under HIPAA or under any federal statute amending or expanding HIPAA (collectively, the "HIPAA Regulations") that are applicable to this Agreement or any amendments to the HIPAA Regulations, this Agreement shall be automatically amended, such that the obligations imposed on Covered Entity and Business Associate shall remain in compliance with such requirements, unless Covered Entity notifies Business Associate otherwise. The parties agree to take such action as is necessary to expressly reflect such automatic amendments in this Agreement from time to time. Except as provided otherwise in this Section 10(e), no waiver, change, modification, or amendment of any provision of this Agreement shall be made unless it is in writing and is signed by the parties hereto. The failure of either party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(f) This Agreement, together with the Contract, constitutes the entire agreement between Covered Entity and Business Associate with respect to the matters described herein. No promises, terms, conditions or obligations, other than those contained in this Agreement or the Contract shall be valid or binding. Any prior agreements, statements, promises, negotiations, inducements, or representations, either oral or written, made by either party or agent of either party, that are not contained in this Agreement or the Contract shall be of no force or effect.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Business Associate:  
**Care Coordination Systems, LLC**

Covered Entity:  
**the County of Fresno, California**

By: DocuSigned by:  
Robert Harnach

By: Brian Pacheco

0AC2B9DD598F413...  
Name: Robert Harnach  
Title: CEO

Name: Brian Pacheco  
Title: Chairman of the Board of Supervisors of  
of the County of Fresno

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Harnach Deputy

**FOR ACCOUNTING USE ONLY**

Fund: 0001

Subclass: 10000

ORG: 56201557

Account: 7295

Fresno County

11/3/2021

Products and Pricing Valid through 5/17/2022

Service	Description	Standard Costs	Annual Cost - 5 year contract terms
<b>5 year contract terms</b>			
Community Health Record Platform	<b>CHR Platform</b> - Annual; Five-year term; CCS System platform license includes system, internal/integrated community resources referral via HealthBridge.care, secure Messaging, standard reporting, Tier 2 user support with escalation for technical support, security compliance audit, standard hosting, standard maintenance, backup/restore, and frequent standard system upgrades.	\$55,000	\$45,000
User Licenses	<b>Base User Licenses</b> - Annual; 10 desktop/portal user licenses.	10 user licenses included in your 5 year CHR contract; As of 2022, no user licenses are included with licenses	\$0
User Licenses	<b>Desktop/portal</b> - annual; In a 5 year contract, 10 desktop user licenses are included with the CHR platform; Additional user licenses per contract term, pro-rated at time of initialization to next license contract anniversary date; includes Tier 2 user support. Multiple care models may be used with each license. Also, only one user license is required for the user to be enabled with Pathways and Health Homes (or any other platforms) concurrently. User licenses above the platform allotment may be added and removed annually, as necessary. <b>Estimated at 94 additional users @\$750 for a total of 104 users with the 10 included users above.</b>	\$750 - 5 year contract; \$1,250 - 3 year contract; \$1,500 - Less than 3 year contract	\$70,500
Public Facing HealthBridge.care Integrated with the CHR and enabled for Tele-Coordinator and Personal Health Record	<b>HealthBridge.care</b> - A community resources and referral secure portal for public and HUB client use external to the use in the CHR by the care coordinator included with APIs for third-party systems. Public and HUB clients may seek local referral sources and send requests to the 3rd party agencies. Public and HUB clients may maintain secure user logins for their referrals and communications with the agencies. HUB/ACH clients have added benefit as their community care coordinator is also receiving the information and pathways are tracking outcomes as agencies and client perform. Community resource listings are uploaded by HUB staff and maintained by agencies through their agency logins where they also track and respond to referrals. Additionally, HealthBridge is integrated with the Community Health Record platform providing security of information, reporting, auto-generation of pathways for HUB clients, and integrated resources for care coordinators to select and send referrals to agencies. <b>Required for Tele-Coordinator/Tele-Coach, Personal Health Record, and the new HealthBridge 2.0 features being released in early 2022.</b>	\$59,000- ONE-TIME payment in first contract year; \$30,000 annual after first year	\$59,000 One-Time; \$10,000 annually with your 5 year contract
Community Health Record with HealthBridge.care Integrated	<b>Integrated HealthBridge.care</b> - internal/integrated community resources referral via HealthBridge.care (non-public facing website). Uses the available clinical and community resources of the Community HUB to streamline the referral process for care coordinators. With a community engagement strategy supplied by us, you may develop an optimum referral network for your initiative featuring multiple documented conversations in the referral Pathways and results metrics from a true closed-loop system. Highly innovative with patents pending.	included in your CHR Platform	\$0
Invoicing and Agency Payout	<b>Invoicing</b> - Annual; Multiple performance-based contracts for outcomes; Braided-funding waterfall determines the appropriate payer for the outcome for the client. Specialized reporting for Invoicing and financing operations including Payer contract terms management, secure invoicing transmission to Payers, and invoicing and reporting support (up to 1 hour per month for first 4 months with 5 year contract).	Included in CHR contract; or \$18,000 annually	\$0
Tableau Data Visualization	<b>Data Visualization</b> - Access your SDOH and clinical information for data visualization with our advanced Tableau dashboards. Presentation quality and access for download. We can create dashboards for your teams to use to monitor best practices and key performance indicators.	Included in the 5 year contract	Included
Advisory Services	<b>Community Engagement Strategy for HealthBridge.care</b> - How to engage your community, community service organizations, providers and government for an integrated referral network with results and measures. Let us assist with step-by-step guides, online education, and webinars to begin using HealthBridge.care to its fullest to enable true closed-loop referrals for your initiatives. Produce greater information, benefit community service organizations and develop new revenue opportunities for your community.	\$10,000	\$10,000
Pathways 2.0 Activation Fee	<b>One-time Activation Fee:</b> Provides user access to PCHI Licensed Materials in the CHR (Visit Form, Progress Form, 21 Pathways, PCHI Learning Modules); 2 hours HUB Staff training on Pathways 2.0 Model and workflow processes; Initial bulk upload of HUB Payer Terms; 1-week open office hours - one hour per day for HUB Staff, CHWs, and Supervisors to ask any questions related to Pathways 2.0 transition or PCHI Licensed Materials; Anticipated to increase upon PCHI certification of the Community Health Record Platform. <b>Waived fee with new 5-year contract or additional 5-year extension to current contract.</b>	\$15,000 One time	Included
PCHI Client Usage Fees	<b>Pathways Community HUB Institute Annual client usage fees</b> - PCHI requires a very reasonable client usage fee for the access to the model and learning materials. Annual; 1,000 active clients - \$500; 2,500 active clients - \$1,250; 5,000 - active clients; Ask about other client ranges.	Estimated at 1000-2500 clients in the first year	\$1,250
License	<b>Medication Reconciliation</b> - Annual; Five-Year term; Now reconcile Medication Assessment and Medication Management Pathways with your approved Medication Reviewers quickly. Integrated with the CHR platform, a care coordinator may complete the medication assessment with their client and immediately send the authorized reviewer(s) a secure notification and secure access to the client's medication assessment. Upon completion by the reviewer of the reconciliation, the care coordinator is notified and the reconciled assessment is stored securely in the client record's Documents, available to the care team. Faster than faxing. Secure. Better collaboration with providers and pharmacists. More pathways completed successfully.	Secure, streamlined communication with external reconciliation partners for greater Pathways completion and important medication reconciliation. - \$6,000	\$6,000
PAM License	<b>Patient Activation Measure (PAM)</b> - license per eligible screened <b>client</b> per year; Includes first screening and multiple, additional screenings per year. Screening Packages of 200 ,500,1000, and 2000 annual clients. Clients screened in excess of subscription without upgrading subscription are \$25/client annually. Upgrades may be arranged at anytime. Invoiced monthly. <b>Individual licenses to HUBs are 5x-10x more expensive . We are able to share a license across all of the Community HUBs.</b>	# \$4,500 # \$9,000 # \$12,500 # \$17,500	Included
Advisory	<b>CHR Platform - Initial Setup and implementation</b> - setup and implementation including scope review with one each EHR, 211 and HIE for integration with the Community Health Record. Deliverables include the launch of the CHR platform and the project plans and budget for the integration of 211 and HIE.	\$15,000	Included

Fresno County

11/3/2021

Products and Pricing Valid through 5/17/2022

Service	Description	Standard Costs	Annual Cost - 5 year contract terms
<b>5 year contract terms</b>			
Software Activation Training	<p><b>Interpersonal dynamics of training</b> teams of community health workers in the CHR platform features and best practices for effective supervision, care assurance quality improvement, information gathering and sustainability. Choice of virtual or in-person training for all software users in the HUB. Supervisors and Community Health Workers must attend entire training session. 5 days of 2 90-minute virtual sessions, 3 days of in-person training with access to on-line lessons in Learning Management System (LMS) for 1 year as well as community HUB specific guides, workbooks, videos, workflow processes and best practices. Course will include Pathways Community HUB model training that focuses on HUB's initiatives. Practice in the Community Health Record (CHR) with real-life case study examples. Separate Supervisor training provided for free to those attending Activation Training. Supervisor break-out training includes managing coordinators, best practices for signing documents and monitoring caseloads via reporting tool. Additional support week after training will include 1 hour open office-hour sessions for coordinators, supervisors and HUB staff to ask for refreshers, guidance and/or problem solve current cases. <b>Activation training to be held no earlier than 2 weeks before live launch into the field. Pricing: \$1,500 per attendee</b> - 4 Cohorts @ \$30,000 per cohort. Flexible as to training dates over contract term.</p>	<p>Minimum - \$15,000; Maximum - \$30,000 for 27 CHW trainees; Expect 4 cohorts</p>	\$120,000
Reporting Training for Staff	<p><b>Team of CCS data experts</b> - coach HUB staff on all reporting features. Real-time reporting utilized for benchmarks, challenges and overall program performance. Create customized reports and dashboards to meet all funder requirements. Specialized reporting views and drill-down dashboards for individuals, agencies, partners and boards. 4 1-hour sessions post launch of HUB. 1st session will be free with purchase of reporting bundle and must take place before Activation Training and should be done in tangent with TA support when creating policies and procedures. Price for 3 sessions - \$1,500, Additional sessions - \$500/hour</p>	<p>\$1,500; Can include Fresno County and HUB personnel for greater economy</p>	\$1,500
Invoicing Training for Staff	<p><b>Learn to create sustainability</b> through invoicing training. CCS will train HUB staff with role designation including invoicing access; best practices in policy &amp; procedures, agency billing cycles and reporting. Create braided funding waterfall to incorporate all funders and ensure community based coordination work is sustainable. Access to guides and videos with ongoing free support for first 6 months. Training Price: \$1,500, additional support 1 hour: \$500</p>	<p>\$1,500; Can include Fresno HUB personnel for greater economy</p>	\$1,500
HealthBridge 2.0	<p><b>Includes HealthBridge.care resources, public facing interface, and search. All of HealthBridge.care + Registered client access for their health information and access to communicate securely with Care Team, Care Coordinators, and Coaches remotely. Medication Lists and Integration with CHR documents for Coordinators and Call Centers. Integrated with HealthBridge search and all documents integrated to the CHR platform and attached to client chart.</b> Annual 1,000 client subscription - \$60,000 per year. Additional clients in subscription package of 1,000 clients - \$36,000</p>	<p>\$60,000 for first 1,000 clients; additional packages of 1,000 clients - \$36,000 annually; Choose this if you want a client portal and extended coordinator features</p>	To be launched in Q1 2022
Care Transition Interventions - Transition Coaches	<p><b>Care Transition Interventions - Transition Coaches</b> - Evidence-based and highly acknowledged. breakthrough training to reduce hospital readmissions (20-50%+) and improve patients' health and self-activation. Onsite facilitated training with organizational readiness assessment, online preparation and continuing education and learning best practices through the monthly Learning Network webinars.</p>	<p>Group - Virtual or Onsite or Individual Transition Coach Training. Contact Michelle@ccspathways.com for dates/times and information</p>	
Care Transition Intervention - Organizational Readiness Assessment	<p><b>Organizational Readiness Assessment for Transition Coaching</b> - An organization needs the tools and mindset to support CTI Transition Coaches to achieve the documented successes with Care Transition Interventions and Transition Coaches. Weekly meetings prior to your Transitions Coach candidates receiving training are <u>required</u> for your organization. The hourly meetings will be conducted via individual organization scheduled webinars over 2 months or as needed. A key outcome will be whether your organization is ready to implement Transition Coaching and achieve significantly reduced 30-180 day hospital readmission rates while improving patient self activation and health. Individual candidates for training are also required to have their organization's readiness assessment prior to confirmation of a training date and place. Group training sessions of up to 36 Transition Coach candidates are also required to be supported by their organizations readiness. Virtual cohorts for 25 trainee coaches.</p>	<p>Contact Michelle@ccspathways.com for information</p>	
CHW Training / CDC 2109	<p><b>Community health workers professional development</b> including Pathways and CHR system hands-on case studies. Especially suited for care coordinators serving their clients/patients in the community setting. Licensed professional as supervisors to CHWs are invited to gain understanding of the CHW experience and also the Pathways utilization during the first three days. A CHW attends the first week intensive in the classroom. Practicum weeks follow with on-line education and supervised observations in the community with clients. Final week includes the Human Health segment and experiential learning based on best practices in the field. A CHW is enabled to start serving clients after the first week intensive.</p>	<p>Contact Sherri .Ohly@ccspathways.com for information on special CDC 2109 Pricing</p>	
Additional User Licenses	<p><b>Evaluators</b> - annual; user licenses and Tier 2 support for initiative evaluation team with up to 3 evaluators per initiative. Includes reporting access to evaluation reporting.</p>	<p>\$5,000</p>	
Additional User Licenses	<p><b>Payer access</b> - annual; up to 10 user licenses and Tier 2 support for full access or read-only access to authorized client charts and records including secure communication with care coordinators, supervisors, and HUB staff to work in a team approach. Reporting access to authorized client information and progress. State wide/multi-hub licensing available for economical team building with community -based care coordination across a state or region.</p>	<p>\$10,000</p>	



Fresno County

11/3/2021

Products and Pricing Valid through 5/17/2022

Service	Description	Annual Cost - 5 year contract terms	First Year - One Time Expenditure	Subsequent Annual Costs
<b>5 year contract terms</b>				
Community Health Record Platform	<b>CHR Platform</b> - Annual; Five-year term; CCS System platform license includes system, internal/integrated community resources referral via HealthBridge care, secure Messaging, standard reporting, Tier 2 user support with escalation for technical support, security compliance audit, standard hosting, standard maintenance, backup/restore, and frequent standard system upgrades.	\$45,000		\$45,000
User Licenses	<b>Desktop/portal</b> - annual; In a 5 year contract, 10 desktop user licenses are included with the CHR platform; Additional user licenses per contract term; pro-rated at time of initialization to next license contract anniversary date; includes Tier 2 user support. Multiple care models may be used with each license. Also, only one user license is required for the user to be enabled with Pathways and Health Homes (or any other platforms) concurrently. User licenses above the platform allotment may be added and removed annually, as necessary. <b>Estimated at 94 additional users @ \$750 for a total of 104 users with the 10 included users above.</b>	\$70,500		\$70,500
Public Facing HealthBridge.care Integrated with the CHR and enabled for Tele-Coordinator and Personal Health Record	<b>HealthBridge.care</b> - A community resources and referral secure portal for public and HUB client use external to the use in the CHR by the care coordinator included with APIs for third-party systems. Public and HUB clients may seek local referral sources and send requests to the 3rd party agencies. Public and HUB clients may maintain secure user logins for their referrals and communications with the agencies. HUB/ACH clients have added benefit as their community care coordinator is also receiving the information and pathways are tracking outcomes as agencies and client perform. Community resource listings are uploaded by HUB staff and maintained by agencies through their agency logins where they also track and respond to referrals. Additionally, HealthBridge is integrated with the Community Health Record platform providing security of information, reporting, auto-generation of pathways for HUB clients, and integrated resources for care coordinators to select and send referrals to agencies. <b>Required for Tele-Coordinator/Tele-Coach, Personal Health Record, and the new HealthBridge 2.0 features being released in early 2022.</b>	\$59,000- ONE-TIME payment in first contract year with 5 year contract; \$10,000 annual after first year	\$59,000	\$10,000
Advisory Services	<b>Community Engagement Strategy for HealthBridge.care</b> - How to engage your community, community service organizations, providers and government for an integrated referral network with results and measures. Let us assist with step-by-step guides, online education, and webinars to begin using HealthBridge.care to its fullest to enable true closed-loop referrals for your initiatives. Produce greater information, benefit community service organizations and develop new revenue opportunities for your community.		\$10,000	
PCHI Client Usage Fees	<b>Pathways Community HUB Institute Annual client usage fees</b> - PCHI requires a very reasonable client usage fee for the access to the model and learning materials. Annual; 1,000 active clients - \$500; 2,500 active clients - \$1,250; 5,000 - active clients; Ask about other client ranges.	\$1,250		\$1,250
License	<b>Medication Reconciliation</b> - Annual; Five-Year term; Now reconcile Medication Assessment and Medication Management Pathways with your approved Medication Reviewers quickly. Integrated with the CHR platform, a care coordinator may complete the medication assessment with their client and immediately send the authorized reviewer(s) a secure notification and secure access to the client's medication assessment. Upon completion by the reviewer of the reconciliation, the care coordinator is notified and the reconciled assessment is stored securely in the client record's Documents, available to the care team. Faster than faxing. Secure. Better collaboration with providers and pharmacists. More pathways completed successfully.	\$6,000		\$6,000
Software Activation Training	<b>Interpersonal dynamics of training</b> teams of community health workers in the CHR platform features and best practices for effective supervision, care assurance quality improvement, information gathering and sustainability. Choice of virtual or in-person training for all software users in the HUB. Supervisors and Community Health Workers must attend entire training session. 5 days of 2 90-minute virtual sessions, 3 days of in-person training with access to on-line lessons in Learning Management System (LMS) for 1 year as well as community HUB specific guides, workbooks, videos, workflow processes and best practices. Course will include Pathways Community HUB model training that focuses on HUB's initiatives. Practice in the Community Health Record (CHR) with real-life case study examples. Separate Supervisor training provided for free to those attending Activation Training. Supervisor break-out training includes managing coordinators, best practices for signing documents and monitoring caseloads via reporting tool. Additional support week after training will include 1 hour open office-hour sessions for coordinators, supervisors and HUB staff to ask for refreshers, guidance and/or problem solve current cases. <b>Activation training to be held no earlier than 2 weeks before live launch into the field. Pricing: \$1,500 per attendee</b> - 4 Cohorts @ \$30,000 per cohort. Flexible as to training dates over contract term.		\$120,000	
Reporting Training for Staff	<b>Team of CCS data experts</b> - coach HUB staff on all reporting features. Real-time reporting utilized for benchmarks, challenges and overall program performance. Create customized reports and dashboards to meet all funder requirements. Specialized reporting views and drill-down dashboards for individuals, agencies, partners and boards. 4 1-hour sessions post launch of HUB. 1st session will be free with purchase of reporting bundle and must take place before Activation Training and should be done in tangent with TA support when creating policies and procedures. Price for 3 sessions - \$1,500, Additional sessions - \$500/hour		\$1,500	
Invoicing Training for Staff	<b>Learn to create sustainability</b> through invoicing training. CCS will train HUB staff with role designation including invoicing access; best practices in policy & procedures, agency billing cycles and reporting. Create braided funding waterfall to incorporate all funders and ensure community based coordination work is sustainable. Access to guides and videos with ongoing free support for first 6 months. Training Price: \$1,500, additional support 1 hour: \$500		\$1,500	
Sub-Total		\$122,750	\$192,000	
Total		\$314,750		\$132,750