Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement Nos.: A-13155; A-13156
Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an Agreement for Health Information Exchange Services ("Service Agreement") with Central Coast Health Connect LLC ("CCHC") (Agreement No.: A-13155), for a total maximum liability of $545,619.36 for the period of July 1, 2016 through June 30, 2018;
b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute a Health Information Exchange Hospital Participation Agreement (Monterey County Hospital Participants) ("Participation Agreement") with CCHC (Agreement No.: A-13156), for a term commencing on its Effective Date and coterminous with that of the Service Agreement;
c. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to the three (3) future amendments to the Service Agreement, which do not significantly alter the scope of work and which, in the aggregate, do not cause an increase of more than ten percent (10%) ($54,561.94) of the original cost of the Service Agreement; and
d. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to the three (3) future amendments to the Participation Agreement, which do not significantly alter the scope of work.

PASSED AND ADOPTED on this 7th day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on June 7, 2016.

Dated: June 9, 2016
File ID: A 16-123

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____ Deputy

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR HEALTH INFORMATION EXCHANGE SERVICES (MORE THAN $100,000)

This Agreement for Health Information Exchange Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Central Coast Health Connect, LLC (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: the provision of health information exchange access and services.

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $545,619.36.

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from July 1, 2016 through June 30, 2018 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

   3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

   Exhibit A: Scope of Services/Payment Provisions

   Exhibit B: CONTRACTOR Approved Budget

5. **PERFORMANCE STANDARDS.**

   5.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of

any consideration to CONTRACTOR, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3 Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

In the event of any conflict between the insurance provisions of this Agreement and the insurance provisions of that certain Health Information Exchange Hospital Participation Agreement by and between County and CONTRACTOR dated as of _____, 2016 ("HIE Hospital Participation Agreement"), the insurance provisions of the HIE Hospital Participation Agreement shall govern.

10. RECORDS AND CONFIDENTIALITY.

10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any

confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441 Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: Central Coast Health Connect Attn: Chris Hively Address: 10 Ragsdale Dr. Suite 102 City, State, Zip: Monterey, Ca, 93940 FAX: 831-644-7451 Email: Chris.Hively@chipm.org

15. MISCELLANEOUS PROVISIONS.

15.1 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.

15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.4 Contractor: The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.13 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.14 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either

written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

15.15 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R, Gray, CO, Chief Executive Officer

Date: 6/13/16

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: May 5, 2016

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 5-9-16

CONTRACTOR

Central Coast Health Connect, LLC
Contractor's Business Name*** (see instructions)

Elizab Elizabeth Lorenzi
Signature of Chair, President, or Vice-President

Elizabeth A Lorenzi VP/COO
Name and Title

Date: April 26, 2016

X_____
DATE: _____
ELIZABETH LORENZI
VICE PRESIDENT / CHIEF OPERATING OFFICER

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

ANTHONY CHAVIS, MD
Name and Title

Date: 04/25/16

***Instructions:

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT-A

To Agreement by and between
The County of Monterey, hereinafter referred to as "County"
AND
Central Coast Health Connect, LLC, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR, in its capacity as an health information organization (HIO), shall facilitate collaboration and exchange of information among participants in the health information exchange (HIE). The services provided by CONTRACTOR include, but are not limited to: granting rights to the COUNTY to access a system and the related services that allow the exchange of patient data between different health care facilities; establishing the terms and conditions under which patient data may be shared; establishing the permissible purposes for such exchange of patient data; overseeing privacy and security of the HIE; managing patient opt-out requests on behalf of participants in the HIE; overseeing the type of patient accounts that are permitted to access the HIO; acting as the initial point of contact for support issues; and managing the onboarding, intake, and termination of participants and users.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $545,619.36 for the performance of all things necessary for or incidental to the performance of work as set forth in this Agreement. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR has established a budget for its costs and expenses which has been duly approved by CONTRACTOR in accordance with the terms of its governing instruments ("Approved Budget"). A copy of the Approved Budget is attached to the Agreement as **Exhibit B**. The fees charged to County for the services provided hereunder are calculated based on County's pro rata share of the costs and expenses as set forth in the Approved Budget.

Commencing on July 1, 2016 and continuing each month through June 30, 2017, CONTRACTOR shall present the County with a written invoice in an amount of $22,555.89, which shall represent the total monthly service fee for the services provided to the County in the preceding month and which shall be consistent with the Approved Budget. The County shall pay such invoice in accordance with the terms of this Agreement.

Commencing on July 1, 2017 and continuing each month through June 30, 2018, CONTRACTOR shall present the County with a written invoice in an amount of $22,912.39, which shall represent the total monthly service fee for the services provided to the County in the preceding month and which shall be consistent with the Approved Budget. The County shall pay such invoice in accordance with the terms of this Agreement.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other hospital client for the same services performed by the same individuals.

Non-Appropriations. Notwithstanding anything contained in this Agreement to the contrary, all payments due under this Agreement are subject to the non-appropriations provision in Section 7.3 of the Agreement

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

CONTRACTOR APPROVED BUDGET

(Attached)

CHI-CCHC Budget

Community Health Incentives	Funding Code	Salary + Benefits	Effort	Frequency	Q2	Q1	Total 2016	Q1	Q2	Q3	Q4	Total 2017	Q1	Q2	Total Through June 30th 2018
CHI Alloted Budget															
Personnel		Salary + Benefits	FTE				Total Salary + Benefits					Total Salary + Benefits			Total Salary + Benefits
Manager															
Systems Analyst and Support Specialist		$161,770	0.75	Annual	$ 30,332	30,332	60,664	$ 31,242	31,242	$ 31,242	31,242	124,967	$ 32,179	32,179	64,358
Systems Analyst and Support Specialist		$123,497	1.00	Annual	$ 30,874	30,874	61,749	$ 31,800	31,800	$ 31,800	31,800	127,202	$ 32,754	32,754	65,508
Administrative Assistant		$117,480	1.00	Annual	$ 30,874	30,874	61,749	$ 31,800	31,800	$ 31,800	31,800	127,202	$ 32,754	32,754	65,508
Sub-total Personnel		$39,400	0.25	Annual	$ 3,713	3,713	7,425	$ 3,824	3,824	$ 3,824	3,824	15,296	$ 3,938	3,938	7,877
Operational Expenses			3.00		$ 95,793	$ 95,793	$ 191,586	$ 98,667	$ 98,667	$ 98,667	$ 98,667	$ 394,667	$ 101,627	$ 101,627	$ 203,253
Professional Fees:															
Management Services															
Consulting Fees - Security & Privacy Officer, HIE Consultant		357,080		Quarterly	14,273	14,273	28,545	14,273	14,273	14,273	14,273	57,090	14,273	14,273	28,545
Temporary dental		$40,000		Quarterly	10,000	10,000	20,000	10,000	10,000	10,000	10,000	40,000	10,000	10,000	20,000
Professional Services - Accountant/Bookkeeper and Annual Audit		$30,000		Quarterly	7,500	7,500	15,000	7,500	7,500	7,500	7,500	30,000	7,500	7,500	15,000	
Website Hosting/Maintenance		$60,000		Quarterly	15,000	15,000	30,000	15,000	15,000	15,000	15,000	60,000	15,000	15,000	30,000
Other Fees/Misc		$1,000		Annual		1,000	1,000				1,000	1,000			
		$10,000		Quarterly	2,500	2,500	5,000	2,500	2,500	2,500	2,500	10,000	2,500	2,500	5,000
		$199,080		Quarterly											
Sub-Total Operational Expenses					$ 49,273	50,273	99,546	$ 49,273	49,273	$ 49,273	50,273	198,090	$ 49,273	49,273	98,546
Total					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Contingency		-			-	-	-	-	-	-	-	-	-	-	-
Total Operational Expenses					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total Budget					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Increase to Salaries for Benefits 32.0%
Annual Increase 3.0%

WORKING DRAFT

CONFIDENTIAL - NOT FOR DISTRIBUTION

Last Updated: 12/13/2017
Print Date: 4/13/2018

CHI-CCHC Budget

Central Coast Health Connect, LLC	Code	Annual	Factor: Effort	Factor: Frequency	Q3	Q4	Total 2016	Q1	Q2	Q3	Q4	Total 2017	Q1	Q2	Total Through June 2018
CCHC Budget															
Personnel		Salary	FTE				Total Salary + Benefits					Total Salary + Benefits			Total Salary + Benefits
				Annual											
				Annual											
				Annual											
				Annual											
				Annual											
Sub-total Personnel					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operational Expenses															
Professional Fees:															
**Management and Operational Expenses (CHI)		$291,131		Quarterly	145,065	146,065	291,131	147,939	147,939	147,939	148,939	592,757	150,899	150,899	301,798
**Legal Services		$50,000		Quarterly	12,500	12,500	25,000	12,500	12,500	12,500	12,500	50,000	12,500	12,500	25,000
**Professional Services (Relayhealth Reports)		$21,684		Quarterly	5,421	5,421	10,842	5,421	5,421	5,421	5,421	21,684	5,421	5,421	10,842
**Corporate Annual State & Federal Reporting Fees; Licenses an Tax Deposits		$2,500		Annually	-	2,500	2,500	-	-	-	2,500	2,500	-	-	-
**Insurance Expenses : D&O, Gen Liability, Prof E&O		$40,000		Quarterly	10,000	10,000	20,000	10,000	10,000	10,000	10,000	40,000	10,000	10,000	20,000
**Marketing and Patient Outreach		$5,000		Quarterly	1,250	1,250	2,500	1,250.00	1,250	1,250	1,250	5,000	1,250	1,250	2,500
**Misc Expenses		$10,000		Quarterly	2,500	2,500	5,000	2,500	2,500	2,500	2,500	10,000	2,500	2,500	5,000
		$420,315		Quarterly											
Supplies:															
**Services & Supplies (letterhead, postage, food)		$10,000		Quarterly	2,500	2,500	5,000	2,500	2,500	2,500	2,500	10,000	2,500	2,500	5,000
		$10,000		Quarterly											
Other Expenses:															
**Rent/Office Overhead, Utilities, Phone		$12,000		Quarterly	3,000	3,000	6,000	3,000	3,000	3,000	3,000	12,000	3,000	3,000	6,000
		$12,000		Quarterly											
Sub-Total Operational Expenses															
Total Budget					$ 182,236	$ 185,736	$ 367,973	$ 185,110	$ 185,110	$ 185,110	$ 188,610	743,941	$ 188,070	$ 188,070	376,140
Contingency	10%				18,224	18,574	36,797	18,511	18,511	18,511	18,861	74,394	18,807	18,807	37,614
Net Cash Flow					$ (200,460)	$ (204,310)	$ (404,770)	$ (203,621)	$ (203,621)	$ (203,621)	$ (207,471)	$ (818,335)	$ (206,877)	$ (206,877)	$ (413,754)

Fringe : 32.0%

*Assumptions: CCHC is created in Q4 2015.

WORKING DRAFT

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Last Updated: 12/12/2013
Pilot Date: 4/15/2016