

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # B-24

Urgent

Routine

AGENDA DATE June 29, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter Into an Agreement with Anasazi Software, Inc. for the Purchase, Installation and Implementation of an Electronic Health Record System for Behavioral Health and Recovery Services; Approval to Use \$253,478 of Public Facilities Fees for the Substance Use Treatment Component of the Electronic Health Record System; Approval to Increase Appropriations and Estimated Revenue by \$434,919 for Information Technology Projects; and Approval to Amend the Salary and Position Allocation Resolution

STAFF RECOMMENDATIONS:

1. Authorize the Behavioral Health Director or her designee(s) to execute an agreement with Anasazi Software, Inc. to purchase, install, and implement an Electronic Health Record (EHR) system.
2. Authorize the Behavioral Health Director or her designee(s) to sign the subsequent amendment to agreement #07-77350-000 with the California Department of Mental Health to accept the Mental Health Services Act Capital Facilities and Information Technological Needs funds.
3. Authorize the use of \$253,478 of Public Facilities Fees (PFF) funds for the purchase, installation and implementation of the Substance Use Treatment component of the new EHR system.
(STAFF RECOMMENDATIONS Continued on Page 2)

FISCAL IMPACT:

Stanislaus County has been allocated \$5,686,800 from State Mental Health Services Act (MHSA) Capital Facilities and Technological Needs funding for the purchase and implementation of new technology equipment. Behavioral Health and Recovery Services has two technology projects estimated to cost \$4,814,769 over the next four years.

(FISCAL IMPACT Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-434

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa
and approved by the following vote,
Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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STAFF RECOMMENDATIONS (Continued):

4. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$434,919 as detailed in the Budget Journal form, effective July 1, 2010.
5. Amend the Salary and Position Allocation Resolution to reflect the recommended changes outlined in the staffing impacts section, effective the first pay period after Board of Supervisors' approval.

FISCAL IMPACT (Continued):

Project 1 is a new Electronic Health Record (EHR) system anticipated to cost approximately \$4,144,334 over the next four years, including hardware and software (\$2,449,000) and on-going maintenance (\$1,695,334). Included in the software amount is an agreement with Anasazi Software, Inc. for \$1,044,013 for software, system conversion, and implementation.

The cost of the Mental Health component of the new EHR system is estimated at \$3,657,789 and will be funded through the MHSA allocation. The Department is requesting authorization to use \$253,478 of Public Facilities Fees (PFF) for the substance use treatment component of the new system. The remaining \$34,035 will come from departmental fund balance. On-going maintenance costs will be prorated between the MHSA allocation and substance use treatment programs based on future caseload. The new equipment required to implement the system is included in the total anticipated cost and will be purchased separately by Behavioral Health and Recovery Services in Fiscal Year 2010-2011.

Public Facilities Fees are collected from new development within the County. These fees are expended based on a plan adopted by the Board of Supervisors. In 2003, a separate fund was established for Behavioral Health cost increases associated with growth. The Behavioral Health Public Facilities Fees fund has a current balance of \$314,282. This request for the use of \$253,478 to support the EHR system was approved by the Public Facilities Fees Committee at their May 20, 2010 meeting.

The Adopted Proposed Budget for 2010-2011 includes \$2,216,644 for Project 1. The attached budget journal will increase appropriations and estimated revenue by

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\$221,170 to reflect payments to the vendor that had been anticipated to be made in Fiscal Year 2009-2010. Funding for the use of PFF for this project has already been included in the 2010-2011 Adopted Proposed Budget. The remaining \$1,208,789 will be included in future budget submissions as appropriate.

Project 2 provides computer access for mental health consumers and family members and is estimated to cost \$660,435, including on-going maintenance. Funding for this project is 100% State MHSa allocation.

At the time the proposed budget was submitted, it was anticipated that equipment for this project would be purchased in Fiscal Year 2009-2010, which did not occur. The attached budget journal will increase appropriations and estimated revenue by \$213,749 in order to make the additional payment in Fiscal Year 2010-2011. There is no impact to the County General Fund associated with this item.

The remaining \$872,031 of MHSa Information Technology (IT) funds will be set aside for future system components, including a Personal Health Record. There is a 10-year spending authority associated with these funds that will sunset June 30, 2018.

DISCUSSION:

In November 2004, residents of California passed the Mental Health Services Act (MHSa). The new law provides funding to counties to *transform* the public mental health system in the following areas:

- Community Services and Supports to provide services to children, adults, transition age youth, and seniors;
- Prevention and Early Intervention;
- Innovative Programs;
- Housing;
- Capital Facilities and Technological Needs; and
- Workforce Education and Training.

In March 2008, Behavioral Health and Recovery Services received draft requirements for the Information Technology (IT) funding component of the Capital Facilities and Technological Needs area. The Department's current IT system, known as INSYST

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was implemented in June 1990. The INSYST system was initially developed to assist Counties with Medi-Cal claiming and statistical reporting. The healthcare industry has gone through several changes in the last 20 years; however, the technology of the INSYST system has been updated only to meet State-reporting requirements. As such, the current system is ineffective to meet the demands of new healthcare requirements such as the Healthcare Insurance Portability and Accountability Act (HIPAA), National Provider Identifier (NPI), Electronic Health Information (EHI) standards, and Federal Health Information Exchange (HIE) requirements.

The MHA Capital Facilities and Technological Needs initial requirements included a comprehensive planning process to determine the County's information and infrastructure needs. Behavioral Health and Recovery Services hired a consultant with knowledge of the Department, its current system, and future needs, to facilitate the process, conduct stakeholder meetings, and develop the County's infrastructure plan. Based on stakeholder input, Behavioral Health and Recovery Services has developed two initial projects to fund at this time.

Project 1 – Electronic Health Record (EHR) System

Once the planning process was complete and an initial plan submitted, the Department began the process of developing specifications for procurement of a new data collection, Electronic Health Record and billing system. Stanislaus County was part of a 25-county coalition during calendar years 2003 through 2005 that developed specifications for a new system. Unfortunately, funding issues halted that process. However, Behavioral Health and Recovery Services was able to use the specifications developed by the coalition as a starting point for this project and adjust for current technological needs.

To assist with refining the system specifications, the Department established workgroups in the areas of Administration, Clinical, Fiscal and Accounting, Managed Care, Consumer Affairs, Data Management and Alcohol and Drug. The workgroups consisted of Department and contractor staff who will be the end users of the new system. At the same time, the Department began working with the General Services Agency's Purchasing Division to develop the Request for Proposal document, which was issued in March 2009. The workgroup teams also participated in each of subsequent vendor demonstrations and served as the evaluation team.

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During this same time, the Health Services Agency (HSA) also began a process to procure a new electronic medical record. Behavioral Health and Recovery Services, in collaboration with the Health Services Agency, conducted a side by side analysis of information system needs for the two health oriented departments. Although access to health information for shared patients was a consideration, the two departments subsequently determined that their needs were too different to consider a shared system. California has stringent behavioral health regulations, including enhanced privacy laws, and very unique Specialty Mental Health Medi-Cal billing requirements. As such, companies who produce acceptable behavioral health software are limited in number. The vendor of HSA's selected system does not currently have a behavioral health component and have never shown any interest in developing such a component. Development, testing and implementation of a specialty component is a lengthy process, especially if the vendor is new to the specific market. The Federal Healthcare Information Exchange requires healthcare organizations to have compliant electronic healthcare records in place by calendar year 2014 or organizations may be assessed penalties that increase over time. Developing a new behavioral health module from scratch could well exceed the timeline for this federal mandate, resulting in considerable fiscal penalties for the County.

The two departments also considered shared hardware and storage for their two systems. However, a concern was identified associated with this plan as well. A requirement of the mental health EHR is verification and storage of Medi-Cal eligibility information for the consumers served. Behavioral Health and Recovery Services, as well as all mental health departments from other counties, has signed an agreement with the Department of Health Care Services (DHCS) stating that the County will protect, safeguard, secure and control the server, including physical location, where eligibility information resides. Since the EHRs will be the main information systems for both Behavioral Health and Recovery Services and Health Services Agency, the risks associated with potential hardware malfunctions in the server housing the two systems is enormous, making it preferable to have two separate servers completely dedicated to serve each department needs. Another important consideration is compatibility of the specific hardware settings required by each software vendor to maintain high performance. A virtual environment was considered, however no vendor was willing to guarantee the success of their software running in a virtualized environment. It was also determined that since the database server would be formatted to provide testing, training and production, there would be little chance of underutilization by Behavioral Health and Recovery Services. There is a possibility that connectivity servers could be

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shared between departments. This concept will be further analyzed, in consultation with the County's Chief Information Officer, as the system is being developed and prior to purchase of any connectivity hardware and software licenses.

Six proposals were subsequently received in April 2009. Of those, the three organizations with significant behavioral health experience and contracts with more than one county in California were chosen to provide demonstrations of their products. After a lengthy review, demonstration, and reference check process, the Department selected Anasazi Software, Inc. to implement new system. Anasazi Software, Inc. was ranked the highest overall by Behavioral Health and Recovery Services' evaluation team. Additionally, Anasazi Software, Inc. was selected for the following reasons:

- Its EHR system is successfully operating in 14 California counties as of this time, with two additional counties coming on board in the near future;
- Their software systems meet required State Specialty Mental Health Medi-Cal claiming and reporting needs;
- Their software licensing terms are attractive;
- The software appears to best meet BHRS' business requirements; and
- The company is fully committed to adapting their system to meet changing technology-related healthcare regulations and standards anticipated in coming years.

A project plan based on the proposal awarded has been submitted to the California Department of Mental Health. Behavioral Health and Recovery Services received notification from the State on June 16, 2010 that the plan has been approved. This system is also included in the County's current Capital Improvement Plan as project #2008.021.

While the MHSA project plan was being reviewed by the State, and on the advice of the General Services Agency's Purchasing Division, Behavioral Health and Recovery Services began negotiations with Anasazi Software, Inc. so that development and implementation may begin as soon as State approval and Board authorization are received. The negotiations process included County Counsel review. The maximum cost of the negotiated agreement for Fiscal Year 2010-2011 is \$1,044,013. This amount includes licenses, system development, data conversion, and implementation. The negotiated agreement requires a payment of 10% of the licensing costs within 30 days of execution and Board of Supervisors authorization. Behavioral Health and

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Recovery Services anticipates making this payment after the start of the new Fiscal Year.

Equipment needed for the new system, including the new database server, will be purchased separately and has been included in the Behavioral Health and Recovery Services Adopted Proposed Budget for Fiscal Year 2010-2011. The Department will work with the General Services Agency's Purchasing Division and the County's Strategic Business Technology department to purchase the equipment through existing County processes and vendors as soon as the agreement with Anasazi is fully executed.

MHSA funds will be used, as regulations allow, to develop and implement the new system. However, Behavioral Health and Recovery Services is an integrated department, providing both mental health and substance use treatment services. MHSA funds cannot be used to purchase the portion of the system benefitting substance use treatment services. The use of Public Facilities Fees (PFF) under the 2003 PFF Plan is requested for the substance use treatment portion of the system.

When INSYST was implemented in 1990, the County population was 370,522. In 2010, it is 518,100 (based on 2008 residential population), an increase of 40%. The consumer population for Behavioral Health and Recovery Services has also grown significantly over the past 20 years, and with implementation and expansion of the Mental Health Services Act, it is anticipated that caseloads will continue to increase.

The anticipated initial cost of the system is \$2,449,000. The MHSA allocation will fund 88.26% of this cost, estimated at \$2,161,487, based on the ratio of mental health services to the total services provided. When the 2003 Public Facilities Fees plan was approved, the County's population was 469,505. The increase in the last seven years is approximately 10.4%, justifying \$253,478 of the total cost based on population growth in the impact years. This is the amount Behavioral Health and Recovery Services is requesting for the substance use portion of the new system. Use of these funds was approved by the Public Facilities Fees Committee on May 20, 2010.

With recent funding cuts, substance use treatment has decreased to 11.7% of the total residents served. Based on unduplicated caseload, the total amount needed for the substance abuse portion of the system is \$287,513. The remaining balance of \$34,035 will be set aside from the Stanislaus Recovery Center fund balance.

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Behavioral Health and Recovery Services also anticipates that on-going maintenance of the system will have an annual cost between \$544,000 and \$579,000 over each of the following three years. A portion of these costs will be allocated to substance use treatment programs based on annual caseload. Over the past five years, funding for substance use services has remained static or decreased as the costs of providing service has increased. This trend is expected to continue, resulting in fewer services available to County residents. The Department is therefore anticipating that the on-going cost for substance use treatment programs will be reduced over the three years following implementation.

Project 2 – Consumer/Family Access to Computing Resources

Another area identified in the Behavioral Health and Recovery Services needs assessment was access to computing resources by consumers and family members, including their Personal Health Records. Access to on-line resources is intended to enhance the consumer and family member's ability to be a knowledgeable partner in making treatment decisions and in maintaining personal recovery and resiliency goals.

The Consumer Family Access to Computing Resources project will allow placement of computers, technical support, and training in easily accessible areas of service locations and behavioral health drop-in centers. A number of locations throughout Stanislaus County will be established to ensure access without the need to travel to Modesto. Behavioral Health and Recovery Services also anticipates that establishment of these locations will create an opportunity for consumers and family members to become paid providers of training and technical support.

The total cost of providing access is estimated at \$660,435, which includes purchase of the equipment, software and licenses, initial installation, on-going maintenance, and training/technical support costs. Only a portion of the anticipated cost was included in the Behavioral Health and Recovery Services Proposed Budget for Fiscal Year 2010-2011 in anticipation of an earlier approval from the State. Behavioral Health and Recovery Services is requesting to increase appropriations and estimated revenue to fully fund this project in Fiscal Year 2010-2011, as per the budget journal. This project is allowable under the Mental Health Services Act and will be covered 100% by MHSA funds.

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POLICY ISSUE:

Approval of this item supports the Board of Supervisors' priorities of A Healthy Community and Efficient Delivery of Public Services by providing staff with the tools needed to modernize and transform the administrative and clinical processes required for quality care for our consumers and family members.

STAFFING IMPACT:

As part of the Consumer/Family Access to Computing Resources Project Plan, Behavioral Health and Recovery Services is anticipating the development of employment opportunities for consumers and families to provide technical assistance for and maintenance of site equipment. A Systems Engineer II position is requested to ensure the level of experience and expertise needed to assist in the implementation, maintenance and support of the new EHR system. Due to the technological requirements of the new information system, now more than ever, Behavioral Health and Recovery Services must rely on a strong and well supported server and network infrastructure. The position will oversee the on-going support of the Consumer/Family Access to Computing Resources Project, as well as supporting the EHR system, including:

- Implementation of the EHR system and on-going server maintenance;
- Implementation and support of training room necessary for EHR system;
- Resolution of Department network connectivity issues and maintenance of Local Area Network (LAN) and Internet connections for both the EHR and the Consumer/Family Access to Computing Resources Project;
- Responsibility for the daily/weekly file server backup system;
- Responsibility for maintaining daily network connectivity at all Department locations;
- Supervision of the Behavioral Health and Recovery Services Help Desk; and
- Resource and technical assistance for consumers and families providing assistance with the Consumer/Family Access to Computing Resources Project.

It is recommended that the Salary and Position Allocation Resolution be amended to restore one unfunded vacant Software Developer/Analyst III position (#2115) in Behavioral Health & Recovery Services budget and transfer the position to the Mental

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Health Services Act budget. It is further recommended to laterally reclassify the Software Developer/Analyst III position (#2115) to a block-budgeted Systems Engineer II. The Department anticipates using extra help and personal services contractors to assist with training and implementation of the project.

CONTACT PERSON:

Madelyn Schlaepfer, Associate Director. Telephone 525-6225

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**

Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	BHRS FY 2010-11 Technological Needs Plan Budget Increase
Journal Reference	Text	
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue (format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY LIST - TEXT	TEXT		
Pb	1507	6800450	22430	0000000	000000	000000	000000			390948		JUL-10	MHSA TN St-Aid
Pb	1507	6800450	46615	0000000	000000	000000	000000			43971		JUL-10	MHSA PFF Trans In
Pb	1507	6800450	50000	0000000	000000	000000	000000	34857				JUL-10	MHSA TN Salary
Pb	1507	6800450	62861	0000000	000000	000000	000000	13200				JUL-10	MHSA TN Equip NA
Pb	1507	6800450	62840	0000000	000000	000000	000000	10000				JUL-10	MHSA TN Stfwr NA
Pb	1507	6800450	62980	0000000	000000	000000	000000	111800				JUL-10	MHSA TN Exp Equip
Pb	1507	6800450	63280	0000000	000000	000000	000000	50000				JUL-10	MHSA TN Contracts
Pb	1507	6800450	66210	0000000	000000	000000	000000	62				JUL-10	MHSA TN Licenses
Pb	1507	6800450	82570	0000000	000000	000000	000000	215000				JUL-10	MHSA TN Fixed Asts
Totals:								434919		434919			

Explanation: To increase appropriations & revenue associated with the MHSa Technological Needs Plan Approval Board Item.

Requesting Department	CEO	Data Entry	Auditors Office Only
<i>Alma Downs</i>	<i>[Signature]</i>	Keyed by	Prepared By
Signature	Signature	Date	Date
6/11/10	6/21/10		
Date	Date	Date	Date
			Approved By
			<i>[Signature]</i>
			6/11/10
			Date

2010-434 #B24
06/29/10

**AGREEMENT BETWEEN ANASAZI SOFTWARE, INC.
AND STANISLAUS COUNTY**

BOARD OF SUPERVISORS

The following documents together create an Agreement between Anasazi Software, Inc., an Arizona corporation ("Anasazi") and the County of Stanislaus, ("COUNTY"), a government entity.

2010 DEC 10 P 12:03

WHEREAS, COUNTY has a need for an integrated electronic health record system to support the clinical, financial, administrative and reporting activities related to the provision of mental health and alcohol and other drug services in Stanislaus County.

WHEREAS, the Anasazi Response to the COUNTY Request for Proposal #08-76-SAS was deemed to be the successful responder.

WHEREAS, to implement the new software system, COUNTY wishes to contract with Anasazi to obtain, and, Anasazi is willing to provide licenses to install and use various modules of the software along with the related Customer Support Services, Maintenance Services and other services described in this Agreement and the attached Exhibits, under the terms and conditions below; and

WHEREAS, this Agreement defines the terms and conditions under which Anasazi will license its Software Products, provide Conversion Services, and provide COUNTY Support and Maintenance Services to COUNTY.

TERMS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants set forth below, COUNTY and Anasazi ("parties") agree as follows:

The Agreement includes the following documents, each of which is incorporated by reference:

- Software License and Conversion Services Agreement
- Support and Software Maintenance Agreement
- Anasazi's written Proposal to Customer – Anasazi Software Response to Stanislaus County RFP #08-76-SAS Electronic Health Record System, excluding the "Anasazi Draft Agreements" section, which is superseded by this Agreement
- Exhibit A – Glossary
- Exhibit B – Scope of License
- Exhibit C – Fee and Expense Schedule
- Exhibit D – Business Associate Agreement

This is the entire agreement between Anasazi and COUNTY. It supersedes all prior oral and written representations or agreements between the parties as to its subject matter. The signatures below indicate that: (i) Anasazi and COUNTY have read each of the documents listed above, (ii) that they agree to the terms and conditions of each document, (iii) that each intends to enter a binding agreement, (iv) that good and sufficient consideration exists to create a binding agreement, and (v) that entry into this agreement has been duly authorized by the governing body of each party. It is understood that the documents listed above will not be signed separately.

This Agreement will become effective when fully executed by both parties.

SOFTWARE LICENSE AND CONVERSION SERVICES AGREEMENT

1. Definitions.

Definitions. Terms used in this agreement are defined in the Glossary, which can be found in Exhibit A - Glossary, which is attached hereto and incorporated herein by reference.

2. Grant of License.

2.1 Grant of License.

(a) Subject to the terms and conditions of this Agreement, Anasazi hereby grants to COUNTY a non-exclusive, non-transferable license to install and use the Software Products indicated by check-mark on Exhibit B – Scope of License, which is incorporated into this Agreement by reference.

(b) The Software Products may be installed on Hosting Equipment owned and operated by COUNTY. With the written permission of Anasazi, COUNTY may install the Software Products on Hosting Equipment that is owned or operated by a third party. Anasazi will give that permission if the third party enters a written agreement with Anasazi for the protection of Anasazi's Intellectual Property rights. If COUNTY chooses Anasazi's "ASP" services, the Software Products will be installed on Hosting Equipment maintained by Anasazi or its designee, and accessed via a point-to-point connection or the Internet. Upon termination of an ASP arrangement, COUNTY may install the Software Products on Hosting Equipment owned or operated by COUNTY or a third party, as provided in this paragraph.

(c) COUNTY may designate individuals as Authorized Users of the Software Products and, if the Anasazi Doctor's HomePage System has been licensed by COUNTY, to use the Doctor's HomePage Third Party Services to the extent permitted in Exhibit B – Scope of License.

(d) This license permits COUNTY and Authorized Users to use the Software Products and, if the Anasazi Doctor's HomePage System has been licensed by COUNTY, to use the Doctor's HomePage Third Party Services, for the purposes indicated on Exhibit B – Scope of License, and as permitted in this Agreement, and for no other purposes.

(e) This license transfers to COUNTY neither title nor any proprietary or Intellectual Property rights to the Software Products or any Doctor's HomePage Third Party Services, except for the rights expressly granted herein. This Agreement does not grant a license to the Source Code for the Software Products. It does not grant COUNTY a security interest in the Software Products, or the rights to sell, trade, barter, market or distribute the Software Products.

(f) COUNTY may make a reasonable number of copies of the licensed Software Products for backup, test, and training purposes, and a reasonable number of copies of Documentation for use by Authorized Users. Those copies may not be used for purposes that are not permitted by this Agreement.

- 2.2 Change in Scope of License. The scope of this license may be changed by a supplemental written agreement signed by COUNTY and Anasazi. This may take the form of a written agreement to amend and restate Exhibit B – Scope of License in a manner that changes the number of Authorized Users, adds a New Version of a Software Product, or otherwise changes the scope of license.
- 2.3 Delivery of Software Products. Anasazi will deliver the Software Products to COUNTY or its designee within ten business days of the Effective Date. The Software Products will be delivered on magnetic or optical media by way of remote access via modem or other appropriate means. Anasazi will provide COUNTY with an electronic copy of the Documentation at no charge. Additional electronic or paper copies of the Documentation will be made available upon request, at Anasazi's standard charges.
- 2.4 Right to New Versions. If Anasazi creates a New Version of a Software Product within six months of the Effective Date of this Agreement, it will provide that New Version to COUNTY at no additional charge.
- 2.5 Right to Use Doctor's HomePage Third Party Services. If COUNTY has licensed the Anasazi Doctor's HomePage System, Anasazi hereby grants COUNTY the non-exclusive, non-transferable right for the Doctor's HomePage Named Users to access and use the Doctor's HomePage Third Party Services. The Doctor's HomePage Third Party Services and the Anasazi Software System are separate products provided by separate entities. Conditions for use of each Doctor's HomePage Third Party Service are set forth in this Agreement.

3. Anasazi Responsibilities – Correction of Defects

3.1 Correction of Defects.

(a) Anasazi will correct Defects in the Software Products at no additional charge to COUNTY for a period of one year from the Effective Date of this Agreement.

(b) COUNTY will document any Defect in the Software Products or any failure of the Software Products to provide functionality described in the Documentation or the Proposal. COUNTY will notify Anasazi in writing, including electronic communication, of such error or Defect.

(c) Anasazi will exercise Commercially Reasonable efforts to correct any Defect reported to Anasazi by COUNTY in a reasonable time. Such efforts will be based on a priority level reasonably assigned by Anasazi.

(d) Pending development of a correction,, Enhancement or New Version that permanently corrects an identified Defect in a Software Product, Anasazi may, at its discretion: (i) provide a "patch" or software fix developed to quickly resolve a Defect, with the understanding that the patch has not been through a comprehensive quality assurance testing cycle and may itself contain Defects; or (ii) suggest a "workaround", or change in the procedures followed or method of entry of data to avoid a Defect without substantially impairing COUNTY's use of the Software Product.

(e) Anasazi will post corrected Software Products on its website as a Promotion, or deliver Promotions through other means, in a form that will allow COUNTY to download and automatically install the Promotion on Hosting Equipment. COUNTY will be responsible for downloading and installing the Promotion.

(f) If Anasazi determines that a problem reported by COUNTY is not due to a Defect in a Software Product, Anasazi will so notify COUNTY. COUNTY may request that Anasazi investigate the problem further. If COUNTY so elects and Anasazi determines that the reported problem was not due to a Defect in the Software Product, was the result of any modifications to the Software Product not made by Anasazi or resulted from a combination of the Software Product with other products in a way not agreed upon by Anasazi, the services provided by Anasazi will be considered a Service.

(g) In the event that the parties disagree about whether a problem with a Software Product constitutes a Defect, the matter will be resolved in accordance with the dispute resolution procedures described at section 11.11 of this Agreement.

4. COUNTY Responsibilities – Conversion; Hosting Equipment; Use of Software Products and Doctor's HomePage Third Party Services.

4.1 COUNTY Responsibilities – Conversion Process.

(a) COUNTY will designate one or more persons to act as Project Leaders responsible for coordinating with the Anasazi Project Managers regarding the delivery of the Conversion Services. COUNTY's Project Leaders will be available to Anasazi Project Managers as needed to enable Conversion Services to be performed efficiently, and will participate in meetings, Training, or other activities related to the delivery of Conversion Services as reasonably requested by Anasazi Project Managers.

(b) COUNTY will support all phases of implementation of the Software Products. COUNTY will work with Anasazi to plan the implementation, manage its staff, complete tasks, and make staff and resources available to enable the implementation to proceed as planned.

(c) COUNTY is responsible for ensuring that Authorized Users who participate in Anasazi Training programs have the background and experience required to enable them to understand the training, and learn how to use the Anasazi Software Products. COUNTY understands that users who skip introductory Training sessions will have difficulty understanding advanced concepts.

4.2 Configuration of Hosting Equipment; Necessity for Third-Party Technology. COUNTY acknowledges and agrees that:

(a) In order to be executed and to perform in a satisfactory manner, the Software Products must be installed on Hosting Equipment that provides sufficient network, communications and computer resources to support the anticipated number of Authorized Users. The Hosting Equipment must be properly configured, installed, managed, and maintained. COUNTY is solely responsible for ensuring that the Hosting Equipment meets these standards and for ensuring that its Hosting Equipment is installed according to the schedule mutually agreed by both parties.

(b) At the request of COUNTY, Anasazi will provide Application Technical Support Services to assist COUNTY in evaluating its Hosting Equipment and installing the Software Products. This service will be a Conversion Service. If COUNTY installs and configures Hosting Equipment as recommended by Anasazi, Anasazi confirms that the recommended Hosting Equipment has been properly installed and configured, and Anasazi installs the Software Products on the Hosting Equipment, then Anasazi warrants that at the time of the installation the Software Products will operate with no material conflict and with adequate speed of performance on the Hosting Equipment. Anasazi cannot otherwise warrant the performance of the Software Products on the COUNTY's Hosting Equipment.

(c) At the request of COUNTY, Anasazi will provide Non-Application Technical Support Services to assist COUNTY in evaluating its existing equipment, identifying network, communications and computer resources required to properly operate the Software Products, designing its network, and, after COUNTY purchases recommended equipment, installing and configuring the equipment for COUNTY. This service will be a Conversion Service to COUNTY. If Anasazi provides this service, it guarantees COUNTY that at the time of installation, the Hosting Equipment will be properly configured and installed, and will provide sufficient network, communications and computer resources to support the anticipated number of Authorized Users.

(d) If Anasazi provides "ASP" services to COUNTY, it will provide access to appropriate Hosting Equipment, as specified in a separate agreement between the parties.

(e) Certain third-party technologies, described in the Proposal, are required for the Software Products to be executed. Anasazi does not have the right to grant sublicenses to such third-party technology. Prior to use of the Software Products, COUNTY will obtain the necessary licenses from the vendors of such third-party technology.

(f) The Hosting Equipment and third party technologies required to properly execute the Software Products will change over time. Additional network, communications or computer resources may be required to enable COUNTY to install and use Enhancements, Promotions and New Versions of the Software Products. Anasazi will give COUNTY ample notice of additional third party software products that may be required, and provide information to allow COUNTY to evaluate the impact of the Enhancement, Promotion or New Version on network performance and to plan for network upgrades.

4.3 COUNTY Responsibilities Related to Use of Software Products.

(a) COUNTY will ensure that only Authorized Users are permitted to access and use the Software Products and the Doctor's HomePage Third Party Services, and that use of the Software Products is only for the purposes indicated on Exhibit B – Scope of License, and only as permitted by this Agreement.

(b) COUNTY will properly train Authorized Users to use the Software Products and Hosting Equipment.

(c) COUNTY will ensure that its Workforce and all Authorized Users abide by the provisions of part 7 of this Agreement with regard to protection of Anasazi's Intellectual Property Rights and Confidential Information.

(d) COUNTY and its Authorized Users are solely responsible for entry, accuracy and management of data entered into databases using the Software Products. COUNTY is responsible for establishing and implementing reasonable and appropriate policies and procedures to control access to confidential information about individuals and to safeguard the confidentiality, availability, and integrity of its data, including Protected Health Information, in a manner consistent with HIPAA and other applicable provisions of state and federal law.

(e) COUNTY will implement reasonable and appropriate safeguards to prevent unauthorized persons from accessing its Hosting Equipment and the Software Products, to prevent introduction of malicious software onto the Hosting Equipment, and to detect, isolate, and remove malicious software from the Hosting Equipment.

(f) COUNTY is responsible for establishing adequate procedures to backup its data to allow re-entry of data and resumption of operations in the event of a failure of COUNTY's Hosting Equipment, the Software Products, or other software used to store COUNTY Data.

(g) COUNTY is responsible for establishing adequate disaster recovery, emergency operation, and alternative procedures to enable the COUNTY to continue operating its business in the event of disaster, emergency, or a Defect or malfunction of the Software Products or Hosting Equipment that prevents COUNTY from using the Software Products.

4.4 Use of Pharmacy Health Information Exchange Service. The Pharmacy Health Information Exchange, a Doctor's HomePage Third Party Service provided by SureScripts, Inc., may only be used for supported electronic prescribing messages. Only Authorized Users of the Doctor's HomePage who are Licensed Prescribers may use the Pharmacy Health Information Exchange for the purpose of issuing orders for the dispensation of medications or controlled substances. The Pharmacy Health Information Exchange is not intended to serve as a replacement for (i) a written prescription where not approved as such by the appropriate Governmental authorities or where such written prescription is required for record keeping purposes, or (ii) applicable prescription documentation. Use of the Pharmacy Health Information Exchange is not a substitute for a health care provider's standard practice or professional judgment. Any decision with regard to the appropriateness of treatment, or the validity or reliability of information, is the sole responsibility of a patient's health care provider. COUNTY shall ensure that its Authorized Users do not (i) use the Pharmacy Health Information Exchange in any manner which would allow the general public access thereto, or (ii) authorize any use of the Pharmacy Health Information Exchange for the benefit of any person or entity not an Authorized User.

4.5 Use of AddVantageRx Services provided by Cerner-Multum

(a) COUNTY acknowledges acceptance of the restrictions that follow and the

disclaimers of warranties and limitations of liability described in this Agreement with regard to use of the AddVantageRx Service, a Doctor's HomePage Third Party Service provided by Cerner-Multum, Inc. ("Multum").

(b) Only Doctor's HomePage Named Users may use the AddVantageRx Service.

(c) COUNTY expressly acknowledges and agrees that neither Multum nor Anasazi is responsible for the results of decisions resulting from the use of the AddVantageRx Service, including, but not limited to, (i) choosing to seek or not to seek professional medical care, or from choosing or not choosing specific treatment based on the AddVantageRx Service, or (ii) decisions COUNTY or its Authorized Users may make as a licensed healthcare provider or healthcare practitioner. The information contained within the AddVantageRx Service is intended for use only as an informational tool. COUNTY assumes full responsibility for insuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications and contraindications.

(d) Every effort has been made to ensure that the information provided in the AddVantageRx Service is accurate, up-to-date, and complete, but no guarantee is made to that effect. In addition, the drug information contained therein may be time sensitive.

(e) The AddVantageRx Service does not endorse drugs, diagnose patients, or recommend therapy. The AddVantageRx Service is an informational resource designed to assist licensed healthcare practitioners in caring for their patients and provide consumers with drug specific information. Healthcare practitioners should use their clinical discretion and professional judgment in using the information provided. The AddVantageRx Service is not a substitute for the care provided by licensed healthcare practitioners and consumers are urged to consult with their healthcare practitioner in all instances. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate for any given patient.

(f) COUNTY acknowledges that updates to the AddVantageRx Service are made at the sole discretion of Multum. Neither Multum nor Anasazi make any representations or warranties whatsoever, express or implied, with respect to the compatibility of the AddVantageRx Service, or future releases thereof, with any computer hardware or software, nor do Multum or Anasazi represent or warrant the continuity of the features or the facilities provided by or through the AddVantageRx Service as between various releases thereof.

(g) Neither Multum nor Anasazi assume any responsibility for any aspect of healthcare administered or not administered with the aid of information the AddVantageRx Service provides.

5. Conversion Services.

5.1 Conversion Services to COUNTY.

(a) The Proposal describes the Conversion Services that Anasazi, at the time the Proposal was prepared, believed that COUNTY requires, and estimates the time and cost of those Services. Anasazi agrees to provide Conversion Services to COUNTY as

described in the Proposal and as requested by COUNTY. It is understood that the scope of Conversion Services actually required by COUNTY may differ from that estimated in the Proposal, and that Anasazi will bill COUNTY for Conversion Services based on the actual time required.

(b) Anasazi will not provide Conversion Services beyond those described in the Proposal, or previously requested by COUNTY without the express agreement of COUNTY.

(c) COUNTY may, at any time, request that Anasazi suspend or discontinue provision of Conversion Services by sending a Notice to Anasazi in the manner described in section 11.1. Upon receipt of the Notice, Anasazi will immediately suspend provision of Services until such a time as COUNTY notifies Anasazi to commence Service provision again.

5.2 Payment for Conversion Services. COUNTY agrees to pay for Conversion Services delivered by Anasazi and reimburse Anasazi for expenses incurred in the course of delivering those services in accordance with Exhibit C – Fees and Expenses. It is understood that Anasazi may modify this fee schedule from time to time. Any increase in fees in a modified fee schedule will not apply to Conversion Services performed for COUNTY until one year after the Effective Date of this Agreement

5.3 Anasazi Representations for Delivery of Conversion Services.

(a) Anasazi will assign one or more Project Managers who will be responsible to COUNTY for resolution of all issues related to delivery of Conversion Services.

(b) All Anasazi Staff assigned to provide services to COUNTY will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software Products.

(c) All Conversion Services provided by Anasazi to COUNTY will be performed in a competent and workmanlike and timely manner in all material respects in accordance with the implementation schedule. If COUNTY reasonably determines that Anasazi has not performed the services according to this Section 5.3, then Anasazi will re-perform those services at no additional cost to COUNTY.

5.4 Acceptance Testing.

(a) Anasazi will provide Training and Implementation Services to COUNTY as described in the Proposal. As part of these services, Anasazi will assist COUNTY as it begins to use the Anasazi Software Products in a “live” operating environment, and will verify the proper functioning of the Software Products using COUNTY Data on COUNTY’s Hosting Equipment.

(b) COUNTY will promptly inform Anasazi if it believes that there is a Defect in the Software Products discovered at any time during conversion and especially during the Training and Implementation process.

(c) COUNTY has the option of requesting Anasazi to perform any additional testing of the functioning of the Software Products as installed on the Hosting Equipment in specific scenarios developed by COUNTY. This service will be a Conversion Service, and will be provided by Anasazi upon request.

(d) Anasazi will correct any Defects in Software Products as provided in section 3.1 of this Agreement.

(e) If the testing described in subsections (a) and (c) reveals a Defect that cannot be corrected by Anasazi to such an extent that COUNTY believes that there has been a Material Breach of this Agreement by Anasazi, COUNTY shall so inform Anasazi and will provide reference to the Documentation or the Proposal for each such Defect, and will have the right to request termination of this Agreement. In that event, the dispute resolution procedures described in section 11.11, and termination procedures described in part 10 of this Agreement will be applied.

6. Fees

6.1 Software License Fee. COUNTY agrees to pay Anasazi any unpaid Software License Fees described in Exhibit C. Such fees shall be due and payable immediately upon execution of this Agreement.

6.2 Conversion Services Fees.

COUNTY agrees to pay Anasazi fees for Conversion Services and reimburse Anasazi for expenses incurred in the delivery of those services, in accordance with Exhibit C – Fees and Expenses.

6.3 Doctor's HomePage Third Party Services Fees.

COUNTY agrees to pay Anasazi fees for Doctor's HomePage Third Party Services in accordance with Exhibit C – Fees and Expenses.

7. Intellectual Property; Confidential Business Information.

7.1 Intellectual Property Rights.

(a) The Software Products are protected by both United States copyright law and international copyright treaty provisions. Anasazi retains sole and exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.

(b) IT IS EXPRESSLY UNDERSTOOD BY COUNTY THAT ANASAZI WILL RETAIN THE SOLE AND EXCLUSIVE OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS TO ANY CUSTOMIZED MODIFICATIONS OR ENHANCEMENTS OF THE SOFTWARE PRODUCTS OR ANY ORIGINAL SOFTWARE PRODUCTS CREATED BY ANASAZI FOR COUNTY. ANY SUCH WORK WILL NOT BE CONSIDERED "WORK FOR HIRE" WITHIN THE MEANING OF COPYRIGHT LAW, EVEN IF COUNTY PAYS ANASAZI TO DEVELOP THE ENHANCEMENT OR SOFTWARE PRODUCT.

(c) Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) decompile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Anasazi's prior written consent.

7.2 Confidential Information; Trade Secrets.

(a) The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the Documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

(b) Obligations. COUNTY and Anasazi will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Without limiting the foregoing, no party will publicly disclose the terms of this Agreement without the prior written consent of the other party. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request

of the other party. COUNTY will reimburse Anasazi for the cost of destruction of information maintained on backup tapes.

(c) Exclusions. Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency. However, the recipient of such Company Information must give the disclosing party prompt notice and make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such Company Information, all as directed by and at such disclosing party's cost and expense.

(d) Report of Unauthorized Use or Disclosure of Company Information.

(i) Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

(ii) COUNTY will not allow any Person other than an Authorized User or Anasazi Staff access to the Software Products or to use Anasazi Company Information until that Person has executed a written agreement with Anasazi holding that Person to the same requirements as this part 7 and COUNTY has been notified by Anasazi that this Agreement has been executed and that the Person has permission to access and use the Anasazi Company Information to support COUNTY.

(iii) COUNTY understands that Anasazi's Proprietary Rights and Non-Disclosure Agreements prohibit any Person other than Anasazi Staff and Authorized Users from retaining possession of Anasazi Company Information. COUNTY will immediately notify Anasazi if it becomes aware that any Person other than an Authorized User or Anasazi Staff has or appears to have in their possession Anasazi Company Information, or makes unsubstantiated claims that Anasazi has granted permission to that Person to use Anasazi COUNTY Information to support COUNTY.

(e) Period of Limitation. The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.

7.3 Third Party Vendors. It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business rules of the

Software Products and the Documentation are the Intellectual Property of Anasazi and Company Information, within the meaning of section 7.2. COUNTY will not give third party vendors access to this Company Information without the written permission of Anasazi. Anasazi will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Anasazi.

8. Limited Warranty; Disclaimers; and Limitation of Liability.

8.1. Limited Warranty – Software Products. Anasazi makes the following representations and warranties with regard to the Software Products.

(a) The Software Products will, in all Material respects, have the functionality described in the Proposal to COUNTY and in the Documentation.

(b) Anasazi has developed and owns the Software Products and has the right to grant the license granted herein.

(c) The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of Anasazi, any patent right or other Intellectual Property right of any third party.

(d) The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such disabling device or characteristic will be contained in any future Software Products provided to COUNTY by Anasazi.

(e) The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the Proposal. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party technologies required to operate Enhancements or New Versions of the Software Products may change over time.

(f) Anasazi's warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than Anasazi or an authorized representative of Anasazi; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of computer networks and Hosting Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the Proposal ; (vi) failures caused by malicious software ; or (vii) failures caused by negligence of COUNTY or its designees or any Person or Organization except Anasazi or an authorized representative of Anasazi.

(g) Anasazi makes no warranty: (i) that, except as otherwise included in Anasazi's written Proposal to COUNTY, the functions performed by the Software Products will meet COUNTY's requirements or achieve the results desired by COUNTY

or will operate in the combinations that may be selected for use by Licensee; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of Anasazi.

8.2 Disclaimer – Software Products.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PRODUCTS, ANY EXHIBIT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (WHETHER OR NOT ANASAZI KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN TRADE, OR BY COURSE OF DEALING. IN ADDITION, ANASAZI EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OR ORGANIZATION OTHER THAN COUNTY WITH RESPECT TO THE SOFTWARE PRODUCTS OR ANY PART THEREOF AND ANY WARRANTY OR REPRESENTATION TO COUNTY THAT IS NOT INCLUDED IN THE PROPOSAL OR THIS AGREEMENT.

8.3 Disclaimers – Doctor's HomePage Third Party Services.

(a) COUNTY ACKNOWLEDGES THAT THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT FOR WARRANTIES THAT MAY NOT BE DISCLAIMED AS A MATTER OF LAW, NEITHER THE SUPPLIERS OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES NOR ANASAZI MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE CONTENT OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES, THAT THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, THAT THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES WILL MEET COUNTY'S REQUIREMENTS OR BE FIT FOR A PARTICULAR PURPOSE AND WARRANTIES OF TITLE, NONINFRINGEMENT, OR MERCHANTABILITY. ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES ARE HEREBY DISCLAIMED.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE AddVantageRx SERVICE HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY AND COVERS THE DRUG PRODUCTS USED IN PRACTICE IN THE UNITED STATES. CERNER-MULTUM PROVIDES NO CLINICAL INFORMATION OR CHECKS FOR DRUGS NOT AVAILABLE FOR SALE IN THE UNITED STATES AND CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SUBSTANTIALLY FROM INFORMATION SUPPLIED BY THE AddVantageRx SERVICE. NEITHER MULTUM NOR ANASAZI WARRANTS THAT USES OUTSIDE

THE UNITED STATES ARE APPROPRIATE.

(b) COUNTY ASSUMES ALL RISK FOR SELECTION AND USE OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES AND CONTENT PROVIDED THEREON. NEITHER ANASAZI NOR THE SUPPLIERS OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES SHALL BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING CONTENT DELIVERED THROUGH THE SERVICES OR ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY.

COUNTY ACKNOWLEDGES THAT ANASAZI AND THE PROVIDERS OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES: (A) HAVE NO CONTROL OF OR RESPONSIBILITY FOR THE AUTHORIZED USER'S USE OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES OR CONTENT PROVIDED THEREON, (B) HAVE NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE ADVANTAGERX OR SURESCRIPTS SERVICES OR CONTENT PROVIDED THEREON MAY BE USED BY THE AUTHORIZED USER, (C) UNDERTAKE NO OBLIGATION TO SUPPLEMENT OR UPDATE CONTENT OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICE, AND (D) HAVE NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICE BY OTHER PERSONS.

(c) THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, AND COUNTY HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE WITH REGARD TO ANASAZI, MULTUM, AND SURESCRIPTS OR ANY OTHER PERSON OR ORGANIZATION THAT PROVIDES DOCTOR'S HOMEPAGE THIRD PARTY SERVICES.

(d) Any warranties for Doctor's HomePage Third Party Services expressly provided herein do not apply if:

(i) COUNTY alters, mishandles or improperly uses, or (if applicable) stores or installs all, or any part, of the Doctor's HomePage Third Party Service,

(ii) An Authorized User uses, or (if applicable) stores or installs the Doctor's HomePage Third Party Service on a computer system which fails to meet the specifications provided by Anasazi and the provider of the Doctor's HomePage Third Party Service, or

(iii) The breach of warranty arises out of or in connection with acts or omissions of persons other than Multum, SureScripts or Anasazi.

8.4 Limitation of Liability.

IN NO EVENT WILL ANASAZI OR THE PROVIDERS OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES BE LIABLE TO THE COUNTY OR ANY OTHER PERSON FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF

ANY KIND IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCTS OR THE DELIVERY OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ITS EXHIBITS OR ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH EVEN IF ANASAZI, MULTUM, SURESCRIPTS OR ANOTHER PROVIDER OF DOCTOR'S HOME PAGE THIRD PARTY SERVICES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS UNDERSTOOD THAT THE SOFTWARE PRODUCTS AND THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES WILL BE USED IN THE DELIVERY OF CLINICAL SERVICES AND ADMINISTRATION OF HUMAN SERVICE PROGRAMS, AND AGREED THAT RESPONSIBILITY FOR ALL DECISIONS RELATING TO THE PROVISION OF TREATMENT, PAYMENT OF BENEFITS AND ALLOCATION OF RESOURCES ARE THE RESPONSIBILITY OF COUNTY OR THE PERSONS OR ORGANIZATIONS THAT USE THE SOFTWARE PRODUCTS OR DOCTOR'S HOMEPAGE THIRD PARTY SERVICES, AND NOT THE RESPONSIBILITY OF ANASAZI MULTUM, SURESCRIPTS OR OTHER PROVIDERS OF DOCTOR'S HOMEPAGE THIRD PARTY SERVICES. THE LIABILITY OF ANASAZI, MULTUM, SURESCRIPTS OR OTHER PROVIDERS OF DOCTOR'S HOMEPAGE THIRD PARTY SERVICES AND COUNTY'S SOLE REMEDIES UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARE LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE SOFTWARE PRODUCTS AND THE REPROCESSING OF ANY DATA WHICH IS INCORRECT AS A RESULT OF SUCH DEFECT, AND, IN THE EVENT OF A FINAL DECISION RENDERED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCEDURES OF SECTION 11.11 APPROVING TERMINATION OF THIS AGREEMENT BECAUSE OF A MATERIAL BREACH BY ANASAZI, REFUND OF THE UNAMORTIZED PORTION OF THE LICENSE FEE BASED ON AMORTIZATION OVER A FIVE YEAR TERM BEGINNING ON THE EFFECTIVE DATE AND, IN THE EVENT OF A FAILURE TO PROVIDE A DOCTOR'S HOMEPAGE THIRD PARTY SERVICE, REFUND OF FEES PAID FOR THAT SERVICE FOR THE PRECEDING TWELVE (12) MONTH PERIOD.

8.5 Allocation of Risk. COUNTY acknowledges that the fees charged by Anasazi in this Agreement reflect the allocation of legal and business risks, including but not limited to the foregoing disclaimer and limitation of liability. A modification of the allocation of risks set forth in this Agreement would affect the fees charged by Anasazi and, in consideration of such fees, COUNTY agrees to such allocations of risk.

9. Indemnification.

9.1 Indemnification; Intellectual Property. Anasazi shall defend, at its own expense, any action, claim or demand (or portion thereof) brought against COUNTY that is based on a claim that the Software Products infringe upon the Intellectual Property rights of any third party. Anasazi will indemnify and hold harmless COUNTY and Authorized Users against any loss, expense, damages and costs including reasonable attorneys' fees, penalties, and interest incurred in such actions to the extent attributable to such claims; provided, that Anasazi is given prompt written notice of such claim, reasonable assistance from COUNTY, and sole authority to defend or settle such claim. COUNTY shall have the right to

approve any settlement that does not fully release COUNTY from any present or future obligations to the third party or Anasazi related to any claims asserted. If the Software Products become the subject of such a claim of infringement then Anasazi may, at its option: (i) procure for COUNTY the right to use the Software Products free of any liability for infringement or violation; (ii) replace or modify the Software Products to make them non-infringing or non-violating; or (iii) grant to COUNTY a credit for the unused portion of the applicable portion of the License Fee paid based on amortization over a five year term and thereupon COUNTY shall return the Software Products to Anasazi. Anasazi will have no liability for any claim based on use or modification of the Software Products other than as specified in this Agreement.

9.2 Indemnification; Negligent Acts. Each party shall defend, at its own expense, any action, claim or demand (or portion thereof) brought against the other party that is based on a claim of negligence, gross negligence or willful misconduct on the part of the indemnifying party or an officer, director, employee or agent of the indemnifying party (excluding claims described in sections 9.1 or 9.3). The indemnifying party will indemnify and hold harmless the other party and its officers, directors, employees and agents against any loss, expense, damages and costs including reasonable attorneys' fees, penalties, and interest incurred in such actions to the extent attributable to such claims; provided, that the indemnifying party is given prompt written notice of such claim, reasonable assistance from the other party, and sole authority to defend or settle such claim. Neither party will be required to defend or indemnify the other party with respect to losses or expenses finally adjudged by a court of competent jurisdiction to have been caused by the negligence, gross negligence, or willful misconduct of the other party or its officers, directors, employees or agents. Each party shall have the right to approve any settlement that does not fully release it or its officers, directors, employees or agents from any present or future obligations related to any claims asserted.

9.3 Indemnification; COUNTY Use of Software Products and Doctor's HomePage Third Party Services. COUNTY shall defend, at its own expense, any action, claim or demand (or portion thereof) brought against Anasazi, Multum, SureScripts or other providers of Doctor's HomePage Third Party Services that is based on a claim related to the use of the Software Products or a Doctor's HomePage Third Party Service or content provided thereon by COUNTY or Authorized Users, including but not limited to claims based on tort, medical malpractice, or product liability. COUNTY will indemnify and hold harmless Anasazi, Multum, SureScripts and other providers of Doctor's HomePage Third Party Services and their officers, directors, employees and agents against any loss, expense, damages and costs including reasonable attorneys' fees, penalties, and interest incurred in such actions to the extent attributable to such claims; provided, that COUNTY is given prompt written notice of such claim, reasonable assistance from Anasazi, and sole authority to defend or settle such claim. Anasazi shall have the right to approve any settlement that does not fully release Anasazi or a provider of Doctor's HomePage Third Party Services or their officers, directors, employees or agents from any present or future obligations to the third party or Anasazi related to any claims asserted.

10. Term and Termination.

10.1 Term. This Agreement shall commence on the Effective Date, and shall continue in perpetuity unless terminated in accordance with the terms set forth below.

10.2 Termination for Cause. Either party may terminate this Agreement upon a Material Breach of a provision of this Agreement by the other party, following the procedures described in this section.

(a) The party that is not in breach ("Non-breaching Party") will give the other party ("the Breaching Party") written notice describing the breach in sufficient detail to inform the other party of the provision(s) of the Agreement that have been breached and the manner in which the breach occurred.

(b) If the breach is a willful breach of part 7 of this Agreement, pertaining to Intellectual Property Rights, Confidential Company Information, and Trade Secrets, then the Non-Breaching Party shall have the option, at its sole discretion, to terminate the Agreement immediately, without giving the Breaching Party the opportunity to cure the breach. If the Agreement is not terminated immediately, the Breaching Party shall have ten (10) days to cure the breach.

(c) If the breach is not one described in (b) above, the Breaching Party shall have sixty (60) days to cure the breach.

(d) If the Breaching Party fails to cure a Material Breach described in (c) within the time allowed, the Non-Breaching party may request that the Agreement be immediately terminated. If the Breaching party agrees, the Agreement will be terminated immediately. If the Breaching Party does not agree that a Material Breach has occurred or believes that the breach has been cured, the matter will be resolved in accordance with the dispute resolution procedures described at section 11.11 of this Agreement and the Agreement will remain in force until resolution of the dispute.

(e) Either party may terminate this Agreement immediately, without notice, and without the opportunity to cure, in the event that the other party voluntarily becomes the subject of bankruptcy, liquidation or insolvency proceedings; has any such proceeding filed without its consent and such proceeding is not dismissed or stayed within ninety (90) days; or makes an assignment for the benefit of creditors of all or substantially all of its assets.

10.3 Termination without Cause.

(a) After payment in full of the Software License Fee and any and all other fees that COUNTY is obligated to pay Anasazi pursuant to this Agreement, COUNTY shall have the right to terminate this Agreement upon thirty (30) days written notice to Anasazi. Invocation of the termination for withdrawal of authority or termination for nonallocation of funds shall be deemed a Termination without Cause, but will not require such thirty day notice. The parties may terminate this agreement by mutual written consent.

(b) During the above thirty-day period, Anasazi shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services. If this Agreement is so terminated, COUNTY shall be liable only for payment in accordance with the terms of this Agreement for Services rendered in accordance with the terms of the Agreement prior to the effective date of termination.

(c) In the event that the authority of COUNTY to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, COUNTY may terminate this Agreement under Termination without Cause provisions, in whole or in part. This Section shall not be construed so as to permit COUNTY to terminate this Agreement in order to acquire similar Services from a third party.

(d) If funds are not allocated to continue this Agreement in any future period, COUNTY may terminate this Agreement under the Termination without Cause provisions. COUNTY will not be obligated to pay any further charges for Services or License Fees for such future period, but COUNTY shall make payments for Services, deliverables and Anasazi's costs, subject to COUNTY's availability of funding therefore. COUNTY agrees to notify Anasazi of such non-allocation at the earliest reasonable time. No penalty shall accrue to COUNTY in the event this Section shall be exercised. This Section 10.3 (d) shall not relieve COUNTY of any costs incurred prior to the exercising of this right.

(e) Unless otherwise agreed in writing by Anasazi and COUNTY, a party that terminates this Agreement without cause waives any claim it may have that the agreement was terminated because of a Material Breach by the other party. Such a claim may not be asserted as the basis of an action for damages or suit for equitable remedies, or as the basis for a right of offset or defense against a claim by the other party. This provision does not apply to a Material Breach that occurred after the date of the notice of termination, or any breach at any time of Part 7 of this Agreement, pertaining to Intellectual Property Rights, Confidential Company Information, and Trade Secrets.

10.4 Suspension in Event of COUNTY Delay. Anasazi's obligations to COUNTY under this Agreement will be automatically and immediately suspended in the event that COUNTY is more than sixty (60) days delinquent in making payments to Anasazi required by this Agreement.

10.5 Obligations upon Termination. Upon termination of this Agreement:

(a) COUNTY and its Authorized Users shall immediately discontinue use of the Software Products and disable all passwords.

(b) COUNTY will immediately delete any copies of the Software Products and Documentation from the Hosting Equipment, and permanently overwrite or degauss storage media or devices to make it impossible to recover any portion of the Software Products from the Hosting Equipment; destroy any electronic or printed copies of the Software Products and Documentation; return any Software Products or Documentation

that has not been destroyed to Anasazi; and verify to Anasazi in writing that it has taken these actions.

(c) Each party will, if feasible, erase, destroy or return to the other party all of the other party's Confidential Information in its possession or control. COUNTY shall pay the actual costs incurred by Anasazi in removing COUNTY Data from Anasazi records.

(d) All amounts payable or accrued to Anasazi under this Agreement shall become immediately due and payable.

11. General Provisions

11.1 Notices. All notices required or permitted to be made or given hereunder shall be in writing, delivered in person with receipt obtained or by certified or registered mail or by overnight delivery by an established national delivery service at the respective addresses set forth on the Cover and Signature Page of this Agreement. All notices shall be deemed effective upon delivery. Notices shall be addressed to the persons identified on the Cover and Signature Page of this Agreement, or to other persons identified in writing by either party.

11.2 Force Majeure. Neither the parties nor the providers of Doctor's HomePage Third Party Services shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Notwithstanding the foregoing, in the event that such condition prevents or delays performance of any party for a period in excess of sixty (60) days, the other party shall have the right to immediately terminate this Agreement upon written notice.

11.3 Entire Understanding; Amendments; Waivers; No Right of Offset.

(a) This Agreement constitutes the entire understanding of the parties and between Anasazi and COUNTY with respect to its subject matter. It supersedes all prior or contemporaneous representations or written and oral agreements with respect to its subject matter. Neither party is relying on any representation, promise, or inducement made by or on behalf of the other party, nor on any course of dealings or custom and usage in the trade, except as expressly stated in the Proposal or in this Agreement.

(b) This Agreement shall not be modified, amended, or in any way altered except in writing, in a document signed by both parties.

(c) No waiver of any provision of this Agreement or the right of either party to enforce a provision of this Agreement will be effective unless in writing and signed by the party waiving compliance. No waiver of, breach of, or default under any provision of this Agreement will be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision of this Agreement.

(d) The existence of any claim or cause of action by a party against the other party, whether predicated on this Agreement or otherwise, shall not constitute a defense to enforcement of this Agreement, or create a right of offset against payments due pursuant to this Agreement.

11.4 Governing Law and Jurisdiction. This Agreement shall be interpreted, construed, and governed by the laws of the State of California, without regard to conflict of law principles. The parties agree to sole jurisdiction and venue in any Federal or state court sitting in the State of California.

11.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. Without limiting the generality of the preceding sentence, if any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of this Agreement, including the limitation of liability and exclusion of damages shall remain in full force and effect.

11.6 Survival. All provisions of this Agreement that pertain to protection of Intellectual Property rights, non-disclosure of Company Information, privacy of Protected Health Information, maintenance of the security of data, defense and indemnification, and responsibility for payment of fees incurred prior to termination, shall survive termination of this Agreement.

11.7 Headings. Headings used herein are provided for convenience of reference only and shall not constitute a part of this Agreement.

11.8 Publicity. COUNTY consents to publication of its name by Anasazi as a user of the Software Products.

11.9 No Unauthorized Use of Trademarks. In order to preserve the value of each party's name and/or any trademarks, service marks, trade names, or trade dress adopted and/or used by that party from time to time, the other party shall not make any use of any of the same for any reasons (e.g., in advertising, press releases, or other publicity) except solely as may be expressly authorized by this Agreement or otherwise authorized in writing.

11.10 Independent Contractors. The parties are independent contractors. Nothing in this Agreement is intended to create a partnership, joint venture, or agency relationship.

11.11 Dispute Resolution.

(a) The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement or dispute.

(b) If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or

another dispute resolution service that is mutually acceptable to the parties. The costs of mediation shall be shared equally by the parties.

(c) If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties, or in Phoenix, Arizona if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state or federal court of competent jurisdiction. The costs of arbitration shall be shared equally by the parties.

(d) Except for mediation and arbitration fees, which shall be shared by the parties, and except as provided in section 11.12, each party shall bear its own attorneys fees and other expenses associated with resolution of any dispute.

11.12 Injunctive Relief. Each party acknowledges that any violation by that party of its covenants in sections 7.1, 7.2, or 7.3 of this Agreement would cause the other party to suffer great loss and immediate and irreparable injury would result in damage to the other party that is largely intangible but nonetheless real. The parties agree that such covenants are reasonably necessary to protect and preserve their interests. Without regard to the provisions of section 10.2 (opportunity to cure) or section 11.11 (dispute resolution procedures), each party shall be immediately entitled to a temporary restraining order and a permanent injunction to prevent a breach of any of such covenants or agreements. The party against whom such injunction is sought hereby waives any requirement that such party seeking the injunction submit proof of the economic value of any Company Information or post a bond or any other form of security. The party against whom any such temporary restraining order or injunction is entered agrees to pay to the other party any reasonable expenses, including but not limited to attorney fees, incurred in obtaining such specific enforcement (in addition to any other relief to which the other party may be entitled).

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

11.14 Assignment; Successors.

(a) Neither party may assign its rights under this Agreement, except to an Affiliate, or the purchaser of substantially all of its assets, or as permitted in writing by the other party. "Affiliate" shall mean any individual, corporation, partnership, association, or business that directly or indirectly controls or is controlled by, or is under common control with Anasazi or COUNTY.

(b) No assignment of this Agreement may result in an expansion of the Scope of License granted to COUNTY. If COUNTY's successor or assignee has operating revenues or expenditures greater than those used to determine the Software License Fee and wishes to use the Software Products for programs, divisions and locations other than those originally supported by the Scope of License, the successor or

assignee will be obligated to pay Anasazi an additional Software License Fee based upon that increment in revenue or expenditures and Anasazi's then current usual and customary license fee schedule. Failure to pay any such incremental fee is a Material Breach of this Agreement.

(c) This Agreement will be binding upon the successors and permitted assigns of each party.

11.15 Anasazi Access to COUNTY Systems. COUNTY will allow Anasazi representatives to access COUNTY's Hosting Equipment, Software Products and to COUNTY Data, either on-site or remotely, as necessary to enable Anasazi to fulfill its obligations to COUNTY under this Agreement or other agreements. Anasazi shall not access COUNTY Systems without the knowledge and consent of COUNTY, each time such access is required. Anasazi representatives may require access to Protected Health Information maintained by or on behalf of COUNTY. Anasazi will abide by the terms of its Business Associate Agreement with COUNTY related to protection of the confidentiality of Protected Health Information.

11.16 Source Code Escrow Agreement. Upon execution of this Agreement, Anasazi and COUNTY shall execute a mutually agreeable Source Code Escrow Agreement. Under the terms of the Source Code Escrow Agreement, Anasazi shall maintain on deposit in escrow for the benefit of COUNTY the current application source code for the software system in this license agreement, together with such technical documentation and such other material as might be necessary to maintain the system without the aid and support of Anasazi. The Source Code Escrow Agreement shall contain provisions for various levels of verification of the accuracy and usability of the source code and documentation deposited in escrow by Anasazi. Such verification can be requested by COUNTY at any time during the term of the Source Code Escrow Agreement, at the sole expense of COUNTY.

11.17 Insurance. Anasazi, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Anasazi shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless exception is granted by COUNTY, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Agreement and related warranty period, if applicable. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the COUNTY prior to commencement of this Agreement. Prior to commencement of work and annually thereafter for the term of this Agreement, Anasazi will provide COUNTY with properly executed certificates of insurance, clearly evidencing coverage, limits, and endorsements specified in this Agreement.

(a) Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

(i) The County of Stanislaus, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(ii) The insurance provided herein shall be considered primary coverage to the County of Stanislaus with respect to any insurance or self insured retention maintained by the County of Stanislaus. Further, the County of Stanislaus' insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

(iii) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of Stanislaus.

(b) Workers' Compensation / Employer's Liability Insurance. Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Workers' compensation policy shall provide statutory limits as required by the State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

(I) Anasazi and its insurer shall waive all rights of subrogation against the County of Stanislaus, its officers and employees for workers' compensation losses arising out of this Agreement.

(II) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of Stanislaus.

11.18 Non-Discrimination During the performance of this Agreement, Anasazi and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Anasazi and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Anasazi and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Anasazi and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

12. Duplicate Counterparts

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

ANASAZI SOFTWARE, INC.

COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES

Signature: Melani Jolly

Signature: Denise C. Hunt RN, MFT

Name: Melani Jolly

Name: Denise C. Hunt, RN, MFT

Title: Executive Vice President

Title: Behavioral Health Director

APPROVED AS TO CONTENT:

Signature: Madelyn Schlaepfer

Name: ^{for} Madelyn Schlaepfer, Ph.D.

Title: Associate Director of Operations

APPROVED AS TO FORM:

John P. Doering
County Counsel

Signature: Vicki Fern de Castro

Name: Vicki Fern de Castro

Title: Deputy County Counsel

Contact and Notice Information:

Name: Melani Jolly
Title: Executive Vice President

Address: 9831 S. 51st Street Suite C-117
Phoenix, AZ 85044

Phone: (480) 598-8833

Contact and Notice Information:

Name: Ron Gandy
Title: Contract Manager & Privacy Officer

Address: 800 Scenic Drive
Modesto, CA 95350

Phone: (209) 602-1328

BOS Action Item: 2410, 434 - June 29, 2010

**SUPPORT AND SOFTWARE MAINTENANCE AGREEMENT
BETWEEN ANASAZI SOFTWARE, INC. AND STANISLAUS COUNTY**

1. Definitions; Applicability of Software License Agreement.
 - 1.1 Definitions. Capitalized terms used in this agreement are defined in Glossaries found in Exhibit A, which is attached hereto and incorporated herein by reference.
 - 1.2 Software License Agreement. The terms and conditions of the Software License and Conversion Services Agreement between the parties apply to and are incorporated into this Agreement. Where there is an inconsistency between the Software License and Conversion Services Agreement and this Agreement, the terms of this Agreement are to be applied.
2. COUNTY Support Services
 - 2.1 COUNTY Support Services Fee. COUNTY agrees to pay the COUNTY Support Services Fee described in Exhibit C – Fees and Expenses.
 - 2.2 Provision of Services. Anasazi will provide COUNTY Support Services at the request of the COUNTY, and as described in this Agreement. COUNTY will pay fees for COUNTY Support Services as provided in Exhibit C.
 - 2.3 Telephone and Email User Support. Anasazi will exercise Commercially Reasonable efforts to make Anasazi Staff available by telephone, electronic mail, or remote computer access to provide User Support during Regular Hours.
 - 2.4 COUNTY Support Services Requests. COUNTY requests for COUNTY Support Services may be submitted by telephone, electronic mail, letter, fax or other means. COUNTY may make an initial request for Emergency Support Services by telephone, but must confirm its request in writing within one business day.
 - 2.5 Correction of Defects.
 - (a) Anasazi will correct all Defects according to the terms of the Software License and Conversion Agreement for as long as COUNTY Continuously Subscribes.
 - (b) If Anasazi believes that a problem that COUNTY reported as a Defect is not due to a Defect in a Software Product, Anasazi will so notify COUNTY. COUNTY may request that Anasazi investigate the problem further. If COUNTY so elects and Anasazi determines that the reported problem was not due to a Defect in the Software Product, the Anasazi staff time devoted to continuing the investigation of the problem reported by COUNTY will be charged to COUNTY as a COUNTY Support Service in accordance with Exhibit C.
 - (c) In the event that the parties disagree about whether a problem with a Software Product constitutes a Defect, the matter will be resolved in accordance with the dispute resolution procedures described at section 11.11 of the Software License and Conversion Services Agreement.

2.6 Emergency Support Services. Anasazi will evaluate a request for Emergency Support Services within four (4) Regular Hours. Anasazi will use Commercially Reasonable efforts to provide Emergency Support Services to COUNTY, beginning within four (4) Regular Hours of receipt of the request and continuing during business hours until the work is completed. Anasazi will provide Emergency Support Services outside Regular Hours at the request of COUNTY. Fees for Services delivered outside Regular Hours will be adjusted as described in Exhibit C.

2.7 Non-Emergency COUNTY Support Services.

(a) Anasazi will use Commercially Reasonable efforts to evaluate Support Services Requests and to provide requested Services in a timely manner.

(b) COUNTY may request Anasazi to give priority to a request for COUNTY Support Services other than Emergency Support Services. Anasazi will evaluate COUNTY's Support Services Request, and, if Commercially Reasonable, begin providing the requested Services within twelve (12) business hours of receipt of the request. As Commercially Reasonable, work will continue during business hours until completed, unless otherwise agreed by COUNTY and Anasazi. Anasazi will not give priority to requests for Non-Application Technical Support Services, Consulting, Development of Enhancements, or Training.

(c) Anasazi will evaluate a request by COUNTY for onsite COUNTY Support Services, within ten (10) business days of receipt of the Support Services Request. Within that time, Anasazi will provide COUNTY with an estimate of the time and resources required to fulfill the request. If COUNTY and Anasazi agree to the estimate, Anasazi will provide the requested Services in accordance with the estimate, and COUNTY will pay Anasazi fees and reimburse expenses in accordance with Exhibit C.

2.8 Development of Enhancements at Request of COUNTY.

(a) Anasazi will use Commercially Reasonable efforts to develop Enhancements of Maintained Software Products requested by COUNTY.

(b) COUNTY may request development of an Enhancement of a Maintained Software Product by submission of a Support Services Request. Anasazi will respond to COUNTY's request for an Enhancement within thirty (30) calendar days of receipt of COUNTY's request. During this period, Anasazi may request that COUNTY clarify its request.

(c) Anasazi and COUNTY will follow the procedures for development of a COUNTY requested Enhancement, and adhere to the financial terms for Anasazi's provision of those Services to COUNTY as described in section 2.3 of Exhibit C.

3. Maintenance Services

3.1 Software Maintenance Fee. COUNTY agrees to pay the Software Maintenance Fee described in Exhibit C – Fees and Expenses.

3.2 User Group. COUNTY will be a member of the User Group for as long as it Continuously Subscribes.

3.3 Availability of Enhancements. All Enhancements developed by Anasazi for any User Group or customer will be provided to COUNTY for as long as it Continuously Subscribes.

3.4 Funding of Development of Enhancements and New Versions of Anasazi Software Products. Anasazi knows that the business and clinical environment in which COUNTY operates changes constantly. Mission critical software such as that provided by Anasazi must be updated periodically to ensure that it continues to include the functionality required to support COUNTY's operations and continues to take advantage of new developments in technology. For this reason, Anasazi has promised to develop New Versions of the Maintained Software Products and Enhancements of existing versions of those products at the request of its User Group or COUNTY. While not a common industry practice, Anasazi knows that COUNTY has ongoing requirements for change in their business practices that must be supported by ongoing Enhancements and is committing to provision of these Enhancements. Anasazi therefore represents and warrants to COUNTY that:

(a) Forty-five percent (45%) of Software Maintenance fees received from COUNTY and other Anasazi customers will be used to fund development of Enhancements of Software Products requested by the User Group.

(b) Forty-five percent (45%) of Software Maintenance fees received from COUNTY and other Anasazi customers will be used to fund part of the cost of development of New Versions of Software Products. The balance of the cost of development will be paid by Anasazi.

3.5 Development of Enhancements at Request of User Group.

(a) Anasazi works closely with its User Group to identify priorities for development of Enhancements of its Software Products. As described in section 3.4, a portion of all Software Maintenance Fees received by Anasazi is applied towards development of Enhancements requested by the User Group.

(b) The User Group, acting in accordance with its Bylaws, will identify Enhancements it would like Anasazi to develop, and set priorities for developing Enhancements. The User Group will deliver its requests and priorities for Enhancements to Anasazi.

(c) Anasazi will evaluate each Enhancement request and estimate the time required and cost of developing the requested Enhancement. Anasazi will discuss outstanding Enhancement requests and suggested priorities with the User Group to (i) clarify requests and User Group priorities, and (ii) inform the User Group about the estimated time and cost of development of requested Enhancements. Taking into consideration the resources available for development of User Group Enhancements and identified priorities, Anasazi will then determine which of the Enhancements requested by the User Group will be developed and the timetable for development and release of the requested Enhancements.

(d) Anasazi will provide monthly reports to the User Group about the status of development of Enhancements. The reports will include, among other things: (i) the actual monies devoted by Anasazi to development of Enhancements requested by the User Group and (ii) updates on the status of development of Enhancements.

(e) Software Maintenance Fees reserved for development of User Group Enhancements will be used to compensate Anasazi for its work evaluating Enhancement requests, designing Enhancements, estimating the time and cost of development, preparing a development plan, and creating and testing an Enhancement. Anasazi will be credited for its work in accordance with its most recently published Rate Schedule, a version of which is documented in part 2 of Exhibit C – Fees and Expenses.

3.6 Delivery of Enhancements. Anasazi will post Promotions containing Enhancements to its Software Products on its website or deliver Promotions through other means, and provide updates to the Documentation describing the functionality of the Enhancement and Documentation as to the operations required to apply the Promotion, to allow customers that have the right to the Enhancements to download and automatically install the Promotion on Hosting Equipment.

4. New Version Rights

4.1 New Version Rights Fee. COUNTY agrees to pay the New Version Rights Fee described in Exhibit C – Fees and Expenses.

4.2 Development of New Versions of Software Products.

(a) Anasazi represents and warrants to COUNTY that it will develop a New Version of each of the Maintained Software Products in a release cycle of approximately three to four years.

(b) Anasazi will establish priorities for development of New Versions, in consultation with the User Group.

(c) New Versions of Software Products include Enhancements developed since the previous version of the product was released. Anasazi may change functional features of Software Products, and remove functions that are not required for the New Version to operate properly.

4.3 Right to New Versions. For as long as COUNTY Continuously Subscribes, it will receive New Versions of the Maintained Software Products at no additional charge.

4.4 Status of Development; Delivery of New Versions.

(a) Anasazi will provide reports at the request of the User Group about the status of development of New Versions. The reports will include, among other things: (i) the actual monies devoted by Anasazi to development of New Versions and (ii) updates on the status of development of New Versions.

(b) If COUNTY exercises its right to New Versions, and if, in the sole opinion of Anasazi, a New Version of a Software Product may be delivered to COUNTY in a form that allows automatic installation, configuration of Software Product, and access to COUNTY Data without assistance from Anasazi Staff, Anasazi will post the New Version on its website or deliver the New Version through other means, and provide required Documentation to allow customers that have the right to the New Version to download and automatically install the New Version on Hosting Equipment. If a New Version cannot be so delivered, Anasazi will provide COUNTY Support Services, such as installation and configuration of the Software Product and electronic conversion of COUNTY Data, as required to assist COUNTY. In either event, Anasazi will, at the request of COUNTY, provide Training and any other COUNTY Support Service requested to assist in conversion to the New Version.

5. Term and Termination.

5.1 Term; Extension of Term.

(a) This Agreement shall commence on the Support and Maintenance Effective Date and be effective for the Initial Term.

(b) The Term of this Agreement will be extended automatically on each Anniversary Date for an additional term of one year unless the Agreement is terminated by either party in accordance with this Agreement.

5.2 Termination for Cause. Either party may terminate this Agreement upon a Material Breach of a provision of this Agreement by the other party, following the procedures described in this section.

(a) The party that is not in breach ("Non-breaching Party") will give the other party ("the Breaching Party") written notice describing the breach in sufficient detail to inform the other party of the provision(s) of the Agreement that have been breached and the manner in which the breach occurred.

(b) (i) If the breach is a failure to pay fees or expenses when due, then the Breaching Party shall have ten (10) days to cure the breach.

(ii) In all other cases, the Breaching Party shall have forty-five (45) days to cure the breach.

(c) If the Breaching Party fails to cure a Material Breach within the time allowed, the Non-Breaching party may request that the Agreement be immediately terminated. If the Breaching party agrees, the Agreement will be terminated immediately. If the Breaching Party does not agree that a Material Breach has occurred or believes that the breach has been cured, the matter will be resolved in accordance with the dispute resolution procedures described at section 11.11 of the Software License and Conversion Services Agreement and this Agreement will remain in force until resolution of the dispute.

(d) Either party may terminate this Agreement immediately, without notice, and without the opportunity to cure, in the event that the other party voluntarily becomes the subject of bankruptcy, liquidation or insolvency proceedings; has any such

proceeding filed without its consent and such proceeding is not dismissed or stayed within ninety (90) days; or makes an assignment for the benefit of creditors of all or substantially all of its assets.

5.3 Termination without Cause.

(a) COUNTY shall have the right to terminate this Agreement without cause by providing a thirty (30) day written notice delivered to Anasazi.

(b) The parties may terminate this agreement by mutual written consent at any time.

(c) This Agreement will terminate immediately and automatically if the Software License and Conversion Services Agreement between the parties is terminated.

(d) Unless otherwise agreed in writing by Anasazi and COUNTY, a party that terminates this Agreement without cause waives any claim it may have that the agreement was terminated because of a Material Breach by the other party. Such a claim may not be asserted as the basis of an action for damages or suit for equitable remedies, or as the basis for a right of offset or defense against a claim by the other party. This provision does not apply to a Material Breach that occurred after the date of the notice of termination, or any breach at any time of Part 7 of the Software License and Conversion Services Agreement, pertaining to Intellectual Property Rights, Confidential Company Information, and Trade Secrets.

5.4 Suspension in event of COUNTY Delay.

(a) It is understood that Anasazi incurs expenses in the development of Updates, Enhancements and New Versions of its Software Products, and in the delivery of COUNTY Support Services. Anasazi depends upon timely receipt of payments from COUNTY to sustain its business.

(b) Anasazi's obligations to COUNTY under this Agreement will be automatically and immediately suspended in the event that COUNTY is more than sixty (60) days delinquent in making payments to Anasazi required by this Agreement.

(c) COUNTY will be considered to have Continuously Subscribed to this Agreement if after being delinquent in payment of Anasazi invoices, COUNTY pays overdue fees and expenses plus interest and premium fees as required by Exhibit C.

5.5 Obligations upon Termination.

(a) Upon termination of this Agreement, all amounts payable or accrued to Anasazi under this Agreement shall become immediately due and payable.

(b) If this Agreement is terminated Anasazi will refund to COUNTY the pro-rata portion of any prepaid fees for COUNTY Support Services, Software Maintenance, and New Version Rights allocable to the time period after the termination date, minus accrued fees for Services and expenses due Anasazi.

**EXHIBIT A - GLOSSARY--TO THE AGREEMENT
BETWEEN ANASAZI SOFTWARE, INC. AND STANISLAUS COUNTY**

The following definitions apply to agreements between Anasazi Software, Inc. and COUNTY.

“Additional COUNTY Support Services Fees” is defined at section 4.5(c) of Exhibit C.

“Anasazi Staff” or “Anasazi Personnel” means all permanent or temporary employees of Anasazi and all Anasazis or third-party service providers retained by Anasazi, in whole or in part, for the purpose of performing the Services to COUNTY described in this Agreement.

“Anniversary Date” means the date of the calendar year that falls one year after the Support and Maintenance Effective Date and each year thereafter, or such other date or dates as the parties may specify in writing.

“Application Technical Support Services” means technical support services that are directly related to the initial installation of the Software Products or to verifying that the Software Products function properly on the Hosting Equipment in a production environment (either at the time of initial installation or at any other time), and any Non-Application Technical Support Services that are specifically designated by Anasazi to be considered and billed as Application Technical Support Services in the Proposal or other written document.

“Authorized Users” are members of COUNTY’s Workforce, or, if COUNTY has been licensed to operate as a Services Bureau, members of the Workforce of other Persons or Organizations (but only as permitted by the scope of license described in Exhibit B – Scope of License), to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Anasazi Intellectual Property Rights and Confidential Information.

“Certified COUNTY Staff” means an Authorized User directly employed by COUNTY that has passed one or more Anasazi certification courses.

“Combined Operating Budget” means the total of all direct, indirect, and administrative costs of operation of programs, divisions, or services operated by COUNTY and by other Persons or Organizations permitted to access and use the Software Products within the Scope of License. (For example, if the Scope of License permits COUNTY to allow another Person or Organization to use the Software Products to support operation of a Community Mental Health Center, the operating budget of that center would be included in the Combined Operating Budget.)

“Commercially Reasonable” means: i) an action by Anasazi in fulfilling its responsibilities to COUNTY that is reasonable, given the resources available to Anasazi, the availability to Anasazi of Anasazi Staff who are qualified to provide Services requested by COUNTY in the timeframe requested by COUNTY, the work Anasazi is already obligated to perform for other customers, and the nature of COUNTY’s request, and ii) an adjustment to a fee or rate that is the lesser of 5% per annum or the change in the Consumer Price Index for all Urban Customers (CPI-U) for the preceding 12 month period.

“Continuously Subscribes” means that COUNTY enters a COUNTY Support and Software Maintenance Agreement with Anasazi, that the Agreement is renewed without interruption, and that COUNTY pays all fees and expenses due Anasazi in a timely manner and is current in

payment of all fees and expenses as required by all Agreements between Anasazi and COUNTY and Exhibit C – Fees and Expenses.

“Conversion Services” refers to a variety of services to be provided by Anasazi to COUNTY to support installation of the Software Products and COUNTY’s conversion to use of the Software Products in a production environment. Conversion Services includes items such as planning the installation, identification of resources required to support implementation, project management, technical consultation and support, conversion of existing COUNTY Data from legacy software systems to the Software Products, design of custom forms and reports, development of COUNTY requested Enhancements, Training and Implementation Services, and similar work. The specific package of services estimated to be delivered to COUNTY is described in the Proposal.

“Consulting Services” are professional Services provided by Anasazi to help COUNTY identify and resolve business problems, or improve the operation of its programs and its business. This includes, but is not limited to consultation regarding billing, reimbursement, fiscal management, and revenue optimization, and consultation regarding business or administrative practices. Any such service will be so designated in a proposal, estimate or other response to a request for Services.

“COUNTY Data” is information created, received or used by COUNTY to operate its business and clinical operations. COUNTY Data includes, but is not limited to, Protected Health Information.

“COUNTY Support Services” refers to a range of services Anasazi may deliver to COUNTY pursuant to this Agreement that support COUNTY in its use of the Anasazi Software Products, operation of its information systems, and management of its business. COUNTY Support Services include but are not limited to Application Technical Support Services, Non-Application Technical Support Services, Consulting Services, User Support, Training, creation of Enhancements at the request of COUNTY, or other Services agreed upon by Anasazi and COUNTY. COUNTY Support Services do not include Conversion Services to be provided by Anasazi pursuant to the Software License and Conversion Services Agreement between the parties.

“COUNTY Support Services Credit” means the difference between: (i) the cumulative total of COUNTY Support Services Fees invoiced to COUNTY; and (ii) the cumulative total of the value of COUNTY Support Services invoiced to COUNTY.

“COUNTY Support Services Fee” means a monthly fee paid to Anasazi to enable Anasazi to provide COUNTY Support Services.

“Defect” means a malfunction in a Software Product that causes erroneous data to be applied to the database, server hang, significantly decreased performance in processing of transactions or reporting, or that prevents a significant feature of the Software Product from performing substantially in accordance with the Documentation for the product or the Proposal. “Defect” does not include problems related to use of a Software Product that are not attributable to Anasazi. Causes not attributable to Anasazi include, but are not limited to:

- Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of or damage to rotation media, excessive heating; fire and smoke damage; operation of the Software

Products on media or hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications, or causes other than ordinary use;

- Damaged data or applications caused by a virus, worm, Trojan horse, or other malicious software that is not introduced by the Software Product;
- Failures caused by conflicts with software applications not listed as required third party technologies in the Proposal;
- Until specifically approved by Anasazi, failures caused by defects in or conflicts with newer versions of required third party products;
- Improper configuration or installation of Hosting Equipment or installation of Hosting Equipment that does not provide sufficient resources to enable the anticipated number of Authorized Users to access and use the Software Products in the manner described in Anasazi's Proposal to COUNTY;
- Improper installation by COUNTY or use of the Software Products that significantly deviates from any operating procedures established by Anasazi in the applicable Documentation; and
- Modification, alteration or addition to or attempted modification, alteration or addition to the Software Products undertaken by Persons or Organizations other than Anasazi or Anasazi's authorized representatives.

"Doctor's HomePage Concurrent Users" means the number of Doctor's HomePage Named Users permitted to simultaneously gain access to the Anasazi Doctor's HomePage System.

"Doctor's HomePage Named Users" means Authorized Users for whom COUNTY requests permission to access and Anasazi has enabled access to the Anasazi Doctors HomePage System and the Doctor's HomePage Third Party Services.

"Doctor's HomePage Third Party Services" means the AddVantageRx Service provided by Cerner-Multum, the Pharmacy Health Information Exchange Service provided by SureScripts, Inc. and other informational services for the Anasazi Doctor's HomePage System delivered by third parties that Anasazi may make available to COUNTY (in addition to or as substitutes for the AddVantageRx and/or Pharmacy Health Information Exchange Service).

"Documentation" means the user manuals, operator instructions, on-line manuals and help systems and other materials that explain the process of installation of the Software Products and the functions and use of the Software Products, and any revisions, Enhancements or modifications thereto, in printed or electronic form.

"Effective Date" is the latter of the date that both parties execute the Software License and Conversion Services Agreement and the date that Anasazi receives the Software License Fee described on the Cover and Signature Page of that Agreement.

"Effective Expansion of the Scope of License" is an increase in the Combined Operating Budget of the business supported by use of the Software Products beyond that created by normal growth of COUNTY's existing programs. Examples of events that might create an Effective

Expansion of the Scope of License are merger with another entity, acquisition of another entity or its assets, establishment of a new facility, start up of a new program, and expansion of existing programs into new catchment areas or markets.

“Emergency Support Services” means a COUNTY Support Service provided in response to a COUNTY’s specific request for emergency level support. Non-Application Technical Support Service, Application Technical Support Services, development of Enhancements, on-site Training, and Consulting Services are not provided as Emergency Support Services.

“Enhancement” means a revision to a Software Product to improve the functionality of the software or address a specific functional requirement, including but not limited to the creation of customized reports, data fields, data entry screens, or routines for the processing and display of information by the Software Product.

“HIPAA” refers to the Administrative Simplification Provisions of Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, 42 U.S.C. 1301 et. seq.) and implementing regulations enacted by the United States Department of Health and Human Services (45 CFR parts 160 through 164).

“Hosting Equipment” means the computer hardware, local and wide area networks, communications equipment, data lines, redundant power supplies, back-up systems, physical security devices, operating system software, data bases, data base drivers and other third party software applications required for installation of the Software Products, such as to enable Authorized Users access to the Software Products, and to ensure that the system performs in a satisfactory manner.

“Individually Identifiable Health Information” means information that: identifies an individual, or which might be used to identify an individual (including the individual’s name, address, names of relatives, employer, date of birth, telephone or fax number, e-mail address, social security number, patient identification number, certificate or license number, web URL, IP address, finger and voice prints, photographic image or other unique identifying number, characteristic or code); identifies the individual as a recipient of physical or mental health services or services for the treatment of alcohol or chemical dependency; or relates to the past, present or future physical or mental health or condition of an individual, or the past, present or future payment for the provision of health care services to an individual.

“Initial Term” means the period of time between the Support and Maintenance Effective Date and the first Anniversary Date.

“Intellectual Property” means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing: copyrights (including derivative works, as defined by the United States Copyright Act, thereof), trademarks, trade names, trade secrets, mask work rights, know-how, patents and any other intellectual and industrial property and proprietary rights, of every kind and nature throughout the universe and however designated, and including all registrations, applications, renewals and extensions thereof, under applicable law as it may currently exist or as it may in the future exist.

“Maintained Software Products” are those Software Products listed in Exhibit B – Scope of License, including Enhancements, Promotions and New Versions of those products delivered to COUNTY pursuant to this Agreement or another agreement between COUNTY and Anasazi.

“Maintenance Services” means Anasazi services in support of the operation of the User Group, collaboration with the User Group, development of User Group requested Enhancements, and development of New Versions of the Software Products.

“Material Breach” or “Material”, means a failure of either party to meet its obligations under this Agreement to such an extent that a reasonable Person would be more likely than not to decline to enter into this Agreement in view of the matter in question.

“Monthly Fees” means the total of the monthly COUNTY Support Services Fee, Software Maintenance Fee, and New Version Rights Fee COUNTY has agreed to pay Anasazi.

“New Version” means a major version of the Software Products which provides significant new functionality, incorporates significant new technologies, creates compatibility with new technologies, or that otherwise substantially expands the capability of the Software Products relative to the prior version of the Software Product. A New Version is indicated by means of a change of the Software Product version number to the left of the decimal point, e.g. 3.0 >> 4.0.

“New Version Rights Fee” is the fee paid by COUNTY in consideration for the right to receive New Versions of Maintained Software Products.

“Non-Application Technical Support Services” means technical support services required to enable COUNTY to install, operate, maintain and troubleshoot a computerized information system, part of which is the Hosting Equipment. The term includes, but is not limited to: design of local and wide area computer networks; selection, purchase, installation, maintenance, use, and repair of computer network hardware (such as routers, switches, and servers), workstations, printers, portable electronic devices and media, communications systems, remote access systems, databases, database drivers, operating systems software, firewalls, intrusion detection systems, utilities, browsers and software other than the Software Products; security risk assessment and management; disaster recovery; and data backup and restoration.

“Non-prescribing Professional User” means a healthcare professional who is not authorized by law to issue orders for the dispensation of medications or controlled substances and is a Doctor’s HomePage Named User whose access excludes the capability of ordering drugs and writing prescriptions but has the ability to record certain other prescribing related information such as outside prescriptions.

“Object Code” or “Executable Code” means a series of one or more instructions executable after suitable processing by a computer or other programmable machine, without compilation or assembly.

“Person or Organization” means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, trust, governmental authority, association or other entity, enterprise, authority or business organization.

“Prescribing Professional User” means a currently licensed physician, nurse practitioner, or other healthcare professional who is authorized by law to issue orders for the dispensation of medications or controlled substances and is a Doctor’s HomePage Named User.

"Promotion" means a version of a Software Product and may consist of a combination of corrections and Enhancements to a prior version of the Software Product. Promotions are indicated by means of a change of the Software Product version number to the right of the decimal point, e.g. 3.0 >> 3.1.

"Protected Health Information" means Individually Identifiable Health Information that is created or received by a Person or Organization that is a covered entity under HIPAA.

"Project Leader" means the person or persons assigned by COUNTY to work with the Project Manager to ensure efficient delivery of Services to COUNTY.

"Project Manager" means a member of the Anasazi Staff assigned to oversee the provision of Services to COUNTY.

"Regular Hours" for User Support Services delivered at Anasazi's Phoenix headquarters are 7:00 a.m. through 5:00 p.m. Mountain Standard Time and 7:00 a.m. through 6:00 p.m. Mountain Daylight Time. Regular Hours for all other Services delivered at Anasazi's Phoenix headquarters are 8:00 a.m. through 5:00 p.m. Mountain Standard Time and 9:00 a.m. through 6:00 p.m. Mountain Daylight Time. Regular Hours for services delivered at the COUNTY site are 8:00 a.m. through 5:00 p.m. in the COUNTY's time zone. Regular Hours for all services are Monday through Friday, except for generally recognized national holidays.

"Scope of License" is the extent to which COUNTY may use the Anasazi Software Products consistent with this Agreement and Exhibit B – Scope of License.

"Services" means all services delivered to COUNTY by Anasazi pursuant to an Agreement.

"Services Bureau" means making the Software Products available to members of the Workforce of a Person or Organization other than COUNTY for the purpose of supporting the operation of that Person or Organization, or an organized system of services in which the COUNTY participates. COUNTY's right to use the Software Products to support the operation of a Service Bureau is defined in the scope of license on Exhibit B – Scope of License. Fees to be paid to Anasazi for use of the Software Products to support a Service Bureau are described in Exhibit C – Fees and Expenses.

"Software Maintenance Fee" means the fee paid to Anasazi in consideration for its ongoing provision of Maintenance Services.

"Software Product" or "Software Products" means the computer software program or programs licensed by Anasazi to COUNTY specified in Exhibit B – Scope of License, in machine executable Object Code form and the Documentation. The term includes Enhancements, Promotions or New Versions of the Software Products licensed by Anasazi to COUNTY.

"Source Code" means a series of instructions or statements in an English-like high level computer language such as DataFlex, FORTRAN, C, or PASCAL, or in a relatively low-level language such as the assembly language for a particular processor. Source Code is normally readable by humans trained in the particular computer language in question. It is transformed by compiler into machine readable Object Code (or Executable Code) for actual use on a computer.

“Support Services Request” means a documented request submitted by the COUNTY for Anasazi to provide COUNTY Support Services.

“Support and Maintenance Effective Date” means the first day of the month that COUNTY “goes live” and begins using any of the Maintained Software Products in a production environment. The COUNTY Support and Software Maintenance Agreement is considered effective as of that date.

“Training” means instructional programs to familiarize COUNTY and Authorized Users with the functions and features of the Software Products and use of the products in a production environment.

“Training and Implementation Services” are Training and other services delivered by Anasazi to assist COUNTY to begin to use the Anasazi Software Products on the Hosting Equipment to support COUNTY in its business and clinical operations.

“User Group” means the Anasazi Software National Alliance (“ASNA”) an association of organizations that have licensed the Anasazi Software Products. The Bylaws of ASNA govern its operations, and will be made available to COUNTY upon execution of this Agreement. The User Group recommends Enhancements to be developed by Anasazi, and the priority for development of those Enhancements.

“User Support” means services to assist end users to gain access to, understand and use the Software Products, including (a) clarification of functions and features of a Software Product; (b) clarification of the Documentation; (c) guidance in the operation of the Software Product; and (d) error verification, analysis and correction, to the extent feasible by telephone.

“Workforce” means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of a Person or Organization, whether or not they are paid by that Person or Organization. Workforce does not include contractors who perform services that would otherwise be performed by Anasazi, unless the contractor has signed an agreement with Anasazi for the protection of Anasazi’s Intellectual Property rights.

EXHIBIT B
SCOPE OF LICENSE; MAINTAINED PRODUCTS; AUTHORIZED USERS
TO THE AGREEMENT BETWEEN ANASAZI SOFTWARE, INC. AND STANISLAUS COUNTY

This Exhibit identifies the software applications and documentation to be licensed by Anasazi to COUNTY, the permitted uses of those Software Products, and the number of persons who may be designated as concurrent Authorized Users of the Software Products. It is part of the License and Conversion Services Agreement between Anasazi and COUNTY, which includes additional provisions pertaining to the scope of license and permitted uses of the Software Products. This Exhibit also identifies the Software Products for which Anasazi will provide COUNTY Support and Maintenance Services as provided in the COUNTY Support and Software Maintenance Agreement between the parties.

A. LICENSED AND MAINTAINED SOFTWARE PRODUCTS

The table below identifies by check-mark the software applications and accompanying documentation licensed by Anasazi to COUNTY for use as permitted in this Exhibit and the Software License and Conversion Services Agreement, and those for which Anasazi will provide COUNTY Support Services and Software Maintenance as provided in the COUNTY Support and Software Maintenance Agreement.

Software Product	Version	Licensed	Maintained
Anasazi Client Data System	3.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Anasazi Assessment System	3.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Anasazi Treatment Plan System	3.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Anasazi Scheduling System	2.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Anasazi Doctor's HomePage System	1.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Anasazi Cost Accounting System	1.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Anasazi Human Resources System		<input type="checkbox"/>	<input type="checkbox"/>
Anasazi Fiscal System		<input type="checkbox"/>	<input type="checkbox"/>
Anasazi Managed Care Organization (MCO) System	1.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

B. SCOPE OF LICENSE

The Software Products may be used for the purposes indicated by checkmark below and for no other purposes:

- Support of all programs operated directly by COUNTY, at all COUNTY locations;
- Support of COUNTY programs operated by the following contract providers, and no others:

Aspiranet, dba Moss Beach Homes, Inc.	Sierra Vista Child and Family Services
Center for Human Services	Telecare Corporation
Debra A. Johnson, Ph. D., Inc., A Psychology Corporation	Turning Point Community Programs, Inc.

- COUNTY operation of a Services Bureau for the following purposes, and no others:

C. AUTHORIZED USERS

1.

(a) The number of individuals who may be designated as Authorized Users for Software Products other than the Anasazi Doctor's HomePage System is:

- Unlimited for Software Products other than the Doctor's HomePage System.
- Up to persons may concurrently access Software Products other than the Anasazi Doctor's HomePage System.

(B) COUNTY

(i) Records in this subsection signify that COUNTY has elected to license the Doctor's HomePage System on a concurrent user basis such that the number of Doctor's HomePage Named Users is unlimited and further denotes that the number of Doctor's HomePage Concurrent Users as:

Up to 10 Prescribing Professional Users may concurrently access the Doctor's HomePage System and the Doctor's HomePage Third Party Services.

Up to 20 combined Prescribing Professional Users and Non-Prescribing Professional Users may concurrently access the Doctor's HomePage System and the Doctor's HomePage Third Party Services such that unused licensing capacity for Prescribing Professional Users may be accessed by additional Non-prescribing Professional Users.

2. Only the following persons may be designated as Authorized Users:

- Members of COUNTY's Workforce;
- Members of the Workforce of the Persons or Organizations listed below, and no others:

**EXHIBIT C - FEES AND EXPENSES TO THE AGREEMENT
BETWEEN ANASAZI SOFTWARE, INC. AND STANISLAUS COUNTY**

Effective – January 1, 2010

This Exhibit C describes terms for COUNTY payment of fees and reimbursement of expenses incurred by Anasazi Software, Inc. It is incorporated by reference into agreements between Anasazi and COUNTY. This version of Exhibit C supersedes all previous versions as of the effective date indicated above.

1. Fees. The maximum amount payable for Fiscal Year 2010 – 2011 under the terms of this agreement is \$1,044,013. All fees paid pursuant to the Billing and Payment Procedures of Exhibit C, Section 4.

1.1 Software License Fee. The Software License Fee for COUNTY's use of the Software Products within the Scope of License permitted on Exhibit B is \$ 712,000. The maximum Software License Fee amount payable by COUNTY to Anasazi during the term of this Agreement is \$712,000. This fee shall be paid as follows:

Initial Payment 10% of the Software License Fee	Due within 30 days of the execution of this Agreement.	\$71,200
Second Payment 40% of the Software License Fee	Due once COUNTY receives their funds from MHSA or by October 1, 2010, whichever is earlier.	\$284,000
Third Payment 20% of the Software License Fee	Due upon completion of the Facilitated Planning Phase of the Client Data & Scheduling System Implementation as described in the Proposal	\$142,400
Fourth Payment 20% of the Software License Fee	Due upon completion of the Training & Implementation Phase of the Client Data & Scheduling System Implementation as described in the Proposal	\$142,400
Fifth Payment 10% of the Software License Fee	Due upon completion of the Exit Interview of the Assessment & Treatment Plan Conversion Services as described in the Proposal	\$71,200

- 1.2 Conversion Services Fees. Fees and expenses for Conversion Services will be billed monthly, after the service is provided. The maximum Conversion Services Fees amount payable by COUNTY to Anasazi during the term of this Agreement is \$241,455.
- 1.3 COUNTY Support Services Fee. The monthly COUNTY Support Services Fee is \$ 2,700. This fee is due and payable on the first day of each month of the term of the COUNTY Support and Software Maintenance Agreement.
- 1.4 Software Maintenance Fee. The monthly Software Maintenance Fee is \$ 6,638. This fee is due and payable on the first day of each month of the term of the COUNTY Support and Software Maintenance Agreement.
- 1.5 New Version Rights Fee. The monthly New Version Rights Fee is \$ 4,635. This fee is due and payable on the first day of each month of the term of the COUNTY Support and Software Maintenance Agreement.
- 1.6 Doctor's HomePage Third Party Services Fees.

If COUNTY has elected to license the Anasazi Doctor's HomePage System on a concurrent user basis;

(a) The monthly fee per licensed Doctor's HomePage Concurrent User of the Doctor's Home Page that are Prescribing Professional Users is \$ 56.

(b) The monthly fee per Doctor's HomePage Concurrent User of the Doctor's Home Page that are Non-prescribing Professional Users is \$ 56.

2. Rate Schedule; Billing Practices

2.1 Rates and Rate Adjustments.

(a) COUNTY will be charged for all Services in accordance with the rate schedule described in subsection (c), adjusted for services delivered outside of Regular Hours as described in subsection (d).

(b) Rates for Services delivered by Anasazi Staff are based upon the Services provided and the skill level of the persons who normally provide each Service. The schedule below displays the "Regular Rates" charged by Anasazi. These rates and the schedule may be adjusted from time to time, as described in Part 5 of this Exhibit C.

The "Regular Rates" are as follows:

Non-Application Technical Services	\$275.00 per hour
Anasazi Executive Staff	\$305.00 per hour
Consulting Services	\$220.00 per hour
Application Technical Services	\$220.00 per hour
Project Manager	\$195.00 per hour
Senior Programmers	\$170.00 per hour
Systems Analysts	\$170.00 per hour
Managers	\$220.00 per hour

Programmer Analysts	\$140.00 per hour
Network Specialists	\$140.00 per hour
Conversion Specialists	\$140.00 per hour
Support Specialists	\$110.00 per hour
Certified Staff Support Services	\$110.00 per hour

(d) Billing rates for services to COUNTY will be adjusted if it is necessary for Anasazi Staff to provide service outside of Regular Hours. The following schedule applies:

(i) Services delivered during Regular Hours are billed in accordance with the rate schedule displayed in subsection (c), above.

(ii) Services that begin during Regular Hours and continue after hours will be charged at 1.5 times the Regular Rate for all the overtime services rendered outside Regular Hours until Midnight local time. Services rendered after Midnight or on weekends or national holidays will be charged at two (2) times the Regular Rate.

(iii) If COUNTY requests Anasazi to start providing services immediately, and it is necessary for Anasazi to begin work outside of Regular Hours, COUNTY will be billed for a minimum of one hour of work, and all services rendered outside Regular Hours will be charged at two (2) times the Regular Rate.

(e) COUNTY Support Services that are provided to Certified COUNTY Staff will be charged at the Certified Staff Support Services Rate provided that:

(i) the Certified COUNTY Staff is the primary contact for Anasazi for the requested COUNTY Support Services,

(ii) the Certified COUNTY Staff is supporting a Maintained Software Product and a function in which they are currently certified,

(iii) the COUNTY Support Service is not an Enhancement, Consulting Service, on-site Training, or a Non-Application Technical Support Service,

(iv) the COUNTY Support Service is provided during Regular Hours.

2.2 Billing Practices.

(a) All Services delivered by Anasazi are billed in increments of one-quarter hour.

(b) Billing for Services delivered by Anasazi Staff at the COUNTY's site will be for a minimum of eight hours for any part of a calendar day on site.

(c) Anasazi will not bill COUNTY for travel time. Anasazi will bill COUNTY for work performed by Anasazi Staff for COUNTY while traveling.

(d) Anasazi will not bill COUNTY for Services that are provided for the purpose of repairing a Defect in the Maintained Software Products or repairing any data that is damaged as result of a Defect in the Maintained Software Products.

(e) If Anasazi provides Services to COUNTY during a period of time when its obligation to provide those services is suspended due to a delinquency of greater than sixty (60) days in COUNTY payment of fees and expenses due Anasazi for any reason, COUNTY will pay Anasazi a twenty percent (20%) premium on Regular Rates for those Services. This premium will apply even if COUNTY later pays the delinquent fees and expenses.

2.3 Development of Enhancements at Request of COUNTY.

(a) Anasazi will use Commercially Reasonable efforts to develop Enhancements of Software Products requested by COUNTY as provided in Agreements between Anasazi and COUNTY. This section describes fees and procedures for approval of work required to create COUNTY requested Enhancements.

(b) If Anasazi estimates that seven hundred fifty dollars (\$750) or less of work will be required to create an Enhancement requested by COUNTY, Anasazi may create the Enhancement without submitting an estimate to COUNTY. COUNTY will be charged for the lesser of seven hundred fifty dollars (\$750) or the actual cost of creation of the Enhancement.

(c) If Anasazi believes that more than seven hundred fifty dollars (\$750) of work will be required to create an Enhancement, it will so inform COUNTY. Anasazi will give COUNTY a rough, non-binding estimate of the cost associated with creating the Enhancement. If COUNTY approves additional work, Anasazi will continue to evaluate COUNTY's request and, if requested by COUNTY, create a functional design document. (Normally, Enhancements developed without a functional design document can be created at a lower cost than otherwise.)

(d) If COUNTY approves development of the Enhancement but does not request creation of a functional design document and Anasazi's rough estimate is less than \$25,000, Anasazi will proceed with development of the Enhancement. Anasazi's work to create the Enhancement will, upon completion of the Enhancement, be charged to COUNTY based upon actual time and expenses incurred.

(e) If COUNTY requests creation of a functional design document or if Anasazi's rough estimate is \$25,000 or more;

(i) After Anasazi has fully evaluated COUNTY's request, it will provide COUNTY with a functional design document that: (a) describes Anasazi's understanding of the functionality to be added or modifications to made to the Software Product or Products, and (b) estimates the cost of creation of the requested Enhancement. COUNTY will have the opportunity to approve the design and agree to pay the cost of development before additional work proceeds, or to modify or withdraw its request.

(ii) Anasazi's work evaluating COUNTY's request for an Enhancement, preparing a functional design document, and estimating the time

and cost of development is a Service and will, upon completion of the design, be charged to COUNTY based upon actual time and expenses incurred.

(iii) If COUNTY wishes Anasazi to continue with creation of the requested Enhancement, Anasazi and COUNTY will agree to the price for the remaining Services required to create the Enhancement. In the case of Enhancements estimated to require over \$25,000 to complete, Anasazi and COUNTY will also agree to (a) development milestones; (b) a payment schedule; (c) an estimated date for delivery of the Enhancement; and (d) whether the Enhancement will be released as a special Promotion or held until the next regular Promotion of the Maintained Software Product. Upon agreement to continue with creation, Anasazi will proceed with the remaining Services required to create the Enhancement.

(f) Unless otherwise agreed under 2.3 (e)(iii) (above), Enhancements developed at the request of COUNTY will, once completed, be included in the next normal Promotion of the Licensed Software. If the COUNTY wishes to receive the Enhancement more rapidly, Anasazi will prepare a special Promotion incorporating the Enhancement and charge for the time required as a Service.

3. Reimbursement of Expenses

3.1 Expenses. COUNTY will pay for travel expenses reasonably incurred by Anasazi in the course of delivery of Services to COUNTY. Reimbursement will be in accordance with Anasazi's travel policies, which will be commercially reasonable. Specifically, this includes reimbursement of coach airfare if reasonably available (purchased in advance to reduce airfare whenever possible), lodging at reasonable rates, and a one hundred twenty five dollar (\$125.00) per diem allowance for car rentals, taxis, meals, airport parking, tips, and other incidental expenses. At the request of COUNTY, Anasazi will provide receipts for lodging and airfare for reimbursement. The Proposal contains an estimate of normal travel expenses. Anasazi shall be responsible for direct payment to or on behalf of its Staff of all expenses related to salaries, benefits, employment taxes, insurance, travel and per diem incurred by its Staff.

4. Billing and Payment Procedures

4.1 Invoice.

(a) Anasazi will (no more frequently than monthly) send County invoices for Conversion Services Fees, Monthly Fees, any Additional County Support Services Fees, and any other agreed upon charges, fees or expenses that are due and payable. Anasazi shall only submit invoices for Services or Deliverables as permitted by this section. If County believes that an invoice is incorrect or incomplete, it will pay the undisputed portion of the invoice, notify Anasazi of the dispute, and return the invoice to Anasazi for correction and reissue. The Agreement and purchase order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. Invoices must reference this Agreement and provide information and be formatted as mutually agreed to.

(b) COUNTY will pay Anasazi the undisputed portion of the balance due on all invoices within thirty days of receipt of the invoice from Anasazi. County will notify Anasazi if it disputes any portion of an invoice for charges, License Fees or expenses associated with provision of Software or Services.

4.2 Disputed Invoices.

(a) COUNTY will pay the undisputed balance of approved invoices due.

(b) If the parties are unable to agree about the legitimacy of the disputed charge, fee or expense, the matter will be resolved pursuant to Section 11.11 of the Software License and Conversion Services Agreement.

4.3 Funding.

(a) The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate. This section shall not relieve COUNTY of any costs already owed to Anasazi due to Service Provisions, License Fees, deliverables, Conversion Service Fees, Monthly Fees or any Additional COUNTY Support Service Fees.

(b) If funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County and Anasazi shall mutually determine which aspects of the Agreement shall proceed and which Services shall be performed, with Anasazi's Charges for such Services and License Fees for associated Deliverables determined in accordance with those in Exhibit A. This section shall not relieve COUNTY of any costs already owed to Anasazi due to Service Provisions, License Fees, deliverables, Conversion Services Fees, Monthly Fees or any Additional County Support Services Fees.

(c) Anasazi expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

4.4 Prepayment Rights.

(a) COUNTY may prepay the total of all Monthly Fees for any twelve month period.

(b) If COUNTY prepays Monthly Fees as permitted in (a), it will receive a discount calculated by determining the Net Present Value of the prepaid funds using a discount rate equal to the lesser of the then current Prime Rate as published in the Wall Street Journal and six percent (6%).

(c) Prepayments are due on or before the Support and Maintenance Effective Date or the first day of the month of the twelve month period being prepaid.

(d) If COUNTY is more than ten (10) days late in submitting a prepaid fee, the discount described in (b) will only apply to that portion of the fee that is attributable to the months beginning after the date that Anasazi receives the prepayment. Anasazi will bill COUNTY and COUNTY will pay Anasazi the difference between the discounted fees paid by COUNTY and the regular monthly fees for any month for which the discount does not apply.

(e) Prepaid fees will be applied towards payment of COUNTY's Monthly Fees as those fees become due from COUNTY, without regard to discounts granted COUNTY pursuant to this section. (For example, presuming that the applicable discount rate is five percent (5%), Monthly Fees are \$1000, and that COUNTY makes a timely prepayment of \$11,400 for a twelve month period (\$12,000 - \$600 discount), then on the first day of each month during the twelve month period, \$1,000 will be credited towards payment of COUNTY's Monthly Fees for that month.)

4.5 COUNTY Support Services.

(a) Each month, Anasazi will provide COUNTY an accounting of the total value of COUNTY Support Services actually provided during the previous month, based upon the time devoted to COUNTY Support Services in that month and the rate schedule and billing practices described in Part 2 of this Exhibit C.

(b) If the value of the COUNTY Support Services provided by Anasazi in a particular month is less than the COUNTY Support Services Fee, the difference between the two will be added to the COUNTY Support Services Credit.

(c) If the value of the COUNTY Support Services provided by Anasazi in a particular month is greater than the COUNTY Support Services Fee, the difference between the two ("Additional COUNTY Support Services Fees") will be invoiced to COUNTY as follows:

(i) Any available COUNTY Support Services Credit will be applied towards payment of the Additional COUNTY Support Services Fees and the COUNTY Support Services Credit will be reduced by that amount until the COUNTY Support Services Credit is exhausted.

(ii) If any Additional COUNTY Support Services Fees remain after application of the entire COUNTY Support Services Credit, Anasazi will bill COUNTY for the remaining Additional COUNTY Support Services Fees as provided in section 4.1.

(d) If the COUNTY Support and Software Maintenance Agreement terminates for any reason, Anasazi will have the right to retain any unused COUNTY Support Services Credit.

5. Fee Adjustments

5.1 COUNTY's Combined Operating Budget. COUNTY understands that Anasazi fees are based on the Scope of License granted to COUNTY and the Combined Operating Budget of programs to be supported by use of the Anasazi Software Products. COUNTY represents and warrants to Anasazi that the Combined Operating Budget for the next twelve (12) months following the Execution Date is approximately \$73,000,000. Anasazi may at any time request that COUNTY provide an update of its Combined Operating Budget. COUNTY will provide that information to Anasazi within thirty (30) days of receipt of Anasazi's request.

5.2 Effective Expansion of Scope of License.

In the event that there is an Effective Expansion of the Scope of License granted COUNTY, Anasazi and COUNTY will mutually agree to a contract amendment, and COUNTY will pay an additional License Fee to Anasazi based on usual and customary license fees charged by Anasazi at the time of calculation and based on the difference in COUNTY's Combined Operating Budget before and after the Effective Expansion of Scope of License. Anasazi may increase the monthly New Version Rights Fee to be an amount equal to 1/192nd of the then current standard Anasazi license fee for the Maintained Software Products, based upon the Scope of License granted COUNTY and COUNTY's Combined Operating Budget at the time of calculation. All adjustments will be effective retroactive to the date that the Effective Expansion of the Scope of License occurred. Billing and payment for adjusted fees will be in accordance with Part 4 of this Exhibit C.

5.3 Rate Adjustments.

(a) Anasazi may make Commercially Reasonable modifications to the Rate Schedule in section 2.1 of this Exhibit C annually, effective at the beginning of the COUNTY fiscal year on July 1st, provided however, that no increase in rates will be applied during the twelve month period following the Effective Date of the Software License and Conversion Services Agreement.

(b) Anasazi will notify COUNTY of any change in the Rate Schedule at least ninety (90) days before the changes become effective.

5.4 Fee Adjustments.

(a) Anasazi may change its fees for licensing its Software Products annually, effective at the beginning of the COUNTY fiscal year on July 1st. These license fee adjustments only apply to fees incurred due to an Effective Expansion of the Scope of License as referenced in Section 5.2 and to New Version Rights Fees as referenced in Section 5.4(d) and does not apply to the Software License Fee referenced in Section 1.1.

(b) At any time after the first Anniversary Date of the COUNTY Support Services and Software Maintenance Agreement, COUNTY may request that monthly COUNTY Support Service Fees be increased or reduced to more accurately reflect the COUNTY Support Services required by COUNTY. Changes will apply to the remaining portion of the COUNTY fiscal year after the request and will become effective on the next calendar month

(c) Anasazi may make Commercially Reasonable adjustments to monthly Software Maintenance Fees, as follows:

(i) Anasazi may, annually, effective at the beginning of the COUNTY fiscal year on July 1st, make Commercially Reasonable adjustments to its standard fee schedule for software maintenance and apply the adjusted schedule and COUNTY's then current Combined Operating Budget to calculate an adjusted Software Maintenance Fee.

(ii) In the event that Anasazi becomes aware of a change in COUNTY's Combined Operating Budget that would result in an adjustment in Software Maintenance Fees, Anasazi may calculate and adjust the Software Maintenance Fee, based on its then current standard fee schedule for software maintenance and COUNTY's Combined Operating Budget.

(iii) Anasazi will give COUNTY ninety (90) days notice of any change in the Software Maintenance Fee. The change will become effective on the first day of the COUNTY fiscal year, July 1st, following such notice. COUNTY will begin paying the adjusted Software Maintenance Fee when it becomes effective provided however that no such adjustment will be applied to COUNTY before the first Anniversary Date of the COUNTY Support Services and Software Maintenance Agreement.

(d) Anasazi may adjust the monthly New Version Rights Fees, subject to the following limitations:

(i) For the first five years in which the COUNTY Support and Software Maintenance Agreement is in effect, the New Version Rights Fee may be increased on an annual basis to adjust for inflation. The amount of any increase will be determined by reference to the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding 12-month period. The increase will be effective on the following July 1st following the next Anniversary Date.

(ii) On the July 1st following the sixth Anniversary Date, and each July 1st thereafter, Anasazi may increase the New Version Rights Fee to be an amount equal to 1/192nd of the then current standard Anasazi license fee for the Maintained Software Products, based upon the Scope of License granted COUNTY and COUNTY's then current Combined Operating Budget

(iii) Anasazi will give COUNTY ninety (90) days notice of any change in the New Version Rights Fee. The change will become effective on the next July 1st following the ninety (90) day notice period. COUNTY will begin paying the adjusted New Version Rights Fee when it becomes effective.

5.5 Other Adjustments to Exhibit C.

(a) Anasazi may make Commercially Reasonable modifications to the per diem travel expense reimbursement rate described in section 3.1 and to the minimum "threshold" fees that affect procedures for development of COUNTY requested Enhancements described in section 2.3 annually, at the beginning of the COUNTY fiscal year, July 1st, provided however, that no adjustment will be applied during the twelve month period following the Effective Date of the Software License and Conversion Services Agreement.

(b) Anasazi will notify COUNTY of any adjustments made pursuant to this section at least ninety (90) days before the changes become effective.

6. Taxes

Taxes. The fees to be paid by COUNTY are exclusive of any Federal, state, or local excise, sales, and use taxes and assessments relating to goods and services provided by Anasazi. COUNTY will promptly pay any such applicable taxes (including penalties, if any) and assessments upon request of Anasazi. COUNTY shall have no responsibility for taxes based on the net income of Anasazi. Anasazi will defend and indemnify COUNTY against and hold COUNTY harmless from any liability, penalty, fee, interest and expenses resulting from Anasazi's failure to pay such collected amounts on behalf of COUNTY.

EXHIBIT D - BUSINESS ASSOCIATE AGREEMENT

This is a Business Associate Agreement between Anasazi and COUNTY. It is incorporated by reference into agreements between Anasazi and COUNTY.

Recitals

COUNTY is a "covered entity" as that term is used in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91) and implementing regulations enacted by the United States Department of Health and Human Services (codified at 45 CFR Parts 142 and 160-164). Including Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", and as these laws may be subsequently amended. (These laws and implementing regulations are collectively referred to hereafter as "HIPAA".)

Anasazi licenses software and provides services to COUNTY to assist COUNTY in its health care operations. It is necessary for Anasazi to receive protected health information maintained by COUNTY to enable Anasazi to provide those services. Anasazi is a "Business Associate" of COUNTY as that term is used under HIPAA.

As required by HIPAA, the parties are entering this agreement related to the use and disclosure of protected health information. In addition to the privacy and security requirements of HIPAA (45 CFR), COUNTY and Anasazi mutually agree that they will maintain the confidentiality of recipients of mental health services in accordance with Welfare & Institutions Code Section 5328 and the confidentiality of alcohol and drug abuse patients in accordance with 42 CFR. Anasazi agrees to resist efforts to obtain access to such records, except as permitted by regulations.

1. Use and Disclosure of Protected Health Information

1.1 Access to Protected Health Information.

Anasazi will have the right to access protected health information created or received by COUNTY as necessary to enable it to perform the services described in one or more of the License Agreement or Agreements, Conversion and Implementation Services Agreement, or Annual Support and Maintenance Agreement between the parties, including Exhibits to those Agreements. Anasazi will limit access to protected health information by its employees or agents to that which is necessary to enable them to perform services on behalf of COUNTY.

1.2 Use of Protected Health Information. Anasazi will only use the protected health information for the purpose of performance of the services to COUNTY; as needed for the proper management and administration of the business of Anasazi; and as required to carry out the legal responsibilities of Anasazi.

1.3 Disclosure of Protected Health Information. Anasazi will not disclose protected health information to third parties, except as follows:

1.3.1 As necessary to perform the services described in this Agreement;

1.3.2 As required by law;

1.3.3 As permitted by the individual who is the subject of the protected health information or the personal representative of that individual;

1.3.4 To subcontractors who provide services to Anasazi in connection with its work on behalf of COUNTY and require access to protected health information to perform those services, provided that Anasazi enters a written agreement with the subcontractor in which the subcontractor agrees to abide by the terms of this Agreement.

1.3.5 When required for the proper management and administration of Anasazi, to persons or organizations that must have access to protected health information to provide service to Anasazi, if those persons or organizations agree in writing to maintain the confidentiality of the protected health information as required by law, not to re-disclose the protected health information except as required by law, and to inform Anasazi of any unauthorized use or disclosure of the information.

1.4 Individual Permission to Disclose Protected Health Information. It is understood that an individual's written consent or authorization is not ordinarily required under HIPAA to allow Anasazi to use or disclose protected health information needed to enable Anasazi to perform services for COUNTY. However, if HIPAA or other applicable provisions of state or federal law require COUNTY or Anasazi to obtain written consent or authorization from an individual to permit Anasazi to use or disclose individually identifiable health information, COUNTY will provide Anasazi with a copy of the properly executed legal document permitting such use and disclosure. COUNTY will promptly inform Anasazi of any actions by an individual to change or revoke written permission required to permit Anasazi to use or disclose protected health information.

1.5 Restrictions on use or disclosure of protected health information. COUNTY will notify Anasazi of any restriction to the use or disclosure of protected health information to which COUNTY has agreed in accordance with 45 CFR 164.522. Anasazi will follow any such restrictions.

1.6 The term "**Breach**" shall mean the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.6.1 **Exceptions.** The term "Breach" does not include:

1.6.1.1 Any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or

1.6.1.2 Any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and

1.6.1.3 Any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

1.7 Breach Reporting. During the term of the agreement, Anasazi shall notify COUNTY, in writing, within five (5) business days of the discovery of any Breach of unsecured PHI of which Anasazi becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws and regulations. A breach shall be treated as discovered by Anasazi as of the first day on which such breach or suspected breach is known to Anasazi (including any person, other than the individual committing the breach, that is an employee, officer, or other

agent of the BA) or should reasonably have been known to Anasazi to have occurred. Anasazi shall take (a) prompt corrective action to cure any Breach, (b) investigate the suspected or actual breach of security, (c) assist the COUNTY in compliance with the Notification in The Case Of Breach requirements of Section 13402 of the HITECH Act. Notification of Breach shall be made to:

BHRS Privacy Officer
Behavioral Health and Recovery Services
800 Scenic Drive
Modesto, CA 95350
(209) 525-6225

1.7.1 Reports of suspected and actual Breaches to COUNTY shall include the following, at a minimum:

- 1.7.1.1 Identify each individual whose unsecured protected health information has been, or is reasonably believed by Anasazi to have been, accessed, acquired, used, or disclosed during the breach.
- 1.7.1.2 Identify the nature of the Breach.
- 1.7.1.3 Identify the date of the Breach.
- 1.7.1.4 Identify the date of discovery of the Breach.
- 1.7.1.5 Identify which elements of PHI were breached or were part of the Breach.
- 1.7.1.6 Identify who was responsible for the Breach and who received the PHI.
- 1.7.1.7 Identify what corrective actions Anasazi took or will take to prevent further incidents of Breach.
- 1.7.1.8 Identify what Anasazi did or will do to mitigate any adverse affects of the Breach.
- 1.7.1.9 Identify Anasazi contact individual and information for COUNTY to obtain additional information, if required.
- 1.7.1.10 Provide copies of any Individual Notice, Media Notice, Notice to Secretary, or Posting on HHS Public Website that Anasazi may have made pursuant to the HITECH Act.
- 1.7.1.11 Provide such other information as COUNTY may reasonably request regarding the Breach.

1.7.2 Anasazi shall not charge any costs or fees to the COUNTY for staff time or any related expenses incurred in connection with a Breach reported to the COUNTY pursuant to the terms of this section.

1.7.3 It is understood that COUNTY shall be responsible for providing required notices and responding to inquiries from individuals, the media and the Secretary of Health and Human Services regarding any Breach of unsecured PHI reported to COUNTY by Anasazi.

2. Rights of Individuals

Anasazi recognizes that HIPAA and state law grants individuals rights related to protected health information about them. Anasazi agrees to the following provisions for the protection of those individuals' rights.

2.1 Procedure.

2.1.1 COUNTY will have primary responsibility for responding to individuals who wish to exercise their rights under HIPAA or other provisions of law. Anasazi will cooperate with COUNTY in responding to requests by individuals who wish to exercise their rights under HIPAA.

2.1.2 Any requests made directly to Anasazi about records that belong to COUNTY will be referred to the Privacy Officer of the COUNTY. COUNTY will communicate with the individual and attempt to fulfill individual requests without involving Anasazi. COUNTY will inform Anasazi of any actions Anasazi is required to take in response to an individual's request. Anasazi will follow the direction of COUNTY relating to information that is in Anasazi's possession and not otherwise available to COUNTY or the individual. Anasazi will respond in a timely manner to all requests, as required by HIPAA.

2.1.3 Anasazi staff time devoted to responding to COUNTY inquiries, including provision of an individual's access to records, amendment of records, accounting of disclosures, auditing of records, or like HIPAA related services, is a Consulting Support Service, which may be charged to COUNTY as provided in the Annual Support and Maintenance Agreement or the Conversion and Implementation Services Agreement, whichever is appropriate, between Anasazi and COUNTY. The provisions of this section do not apply to any inquiries made by the COUNTY related to the report of an actual Breach of unsecured PHI by Anasazi.

2.2 Confidential Communications. Anasazi does not communicate directly with individuals who are the subject of records maintained by its customers. However, Anasazi agrees to provide confidential communications to individuals with whom it may communicate, consistent with the requirements of 45 CFR 164.522.

2.3 Access to Records. As directed by COUNTY, Anasazi will give individuals access to their "designated record set" (meaning protected health information used to make decisions about individuals) in accordance with 45 CFR 164.524. Anasazi may charge a reasonable fee for copying or preparing a summary of the designated record set.

2.4 Amendment of Record. As directed by COUNTY, Anasazi will add information to the designated record set of an individual, and forward the additional information to third parties when that information could have a material impact on a decision about the individual, all as required by 45 CFR 164.526.

2.5 Accounting of Disclosures. As directed by COUNTY, Anasazi will make available the information required to provide individuals an accounting of disclosures in accordance with 45 CFR 164.528.

3. Security of Protected Health Information

3.1 Applicability. The terms and conditions of this Part 3 of the Business Associate Agreement between Anasazi and COUNTY only apply if Anasazi is acting as an ASP Hosting Service for COUNTY.

3.2 Safeguards. Anasazi will establish and maintain appropriate administrative, physical and technical safeguards to prevent unauthorized use or disclosure of protected health information. Anasazi will follow generally accepted principles for the security of information systems to ensure the availability, integrity and confidentiality of protected health information maintained on its computer systems or transmitted electronically.

3.3 HIPAA Security Rule. In operation of its ASP Hosting Service, Anasazi will abide by the terms of the final HIPAA rule pertaining to the security of health information systems (the Security Rule) as soon as practicable after the effective date of that rule, but no later than the compliance date for HIPAA covered entities.

4. General Requirements

4.1 DHHS access to records. Anasazi will make its internal practices, books, and records relating to the use and disclosure of protected health information available to the United States Department of Health and Human Services (DHHS) for purposes of enabling DHHS to determine COUNTY's compliance with HIPAA.

4.2 Return or destruction of protected health information. At termination of the Agreement, Anasazi will, if feasible, return all copies of all protected health information to COUNTY, or destroy any such information that it maintains in any form, provided COUNTY has instructed Anasazi accordingly and paid a reasonable fee. Any electronic media used to store protected health information shall then be delivered to COUNTY, destroyed, or rendered unreadable. If such return or destruction is not feasible or a fee is not paid, Anasazi will continue to follow the terms of this Agreement with regard to access, use and disclosure of the protected health information. The obligations of Anasazi as a Business Associate under this Exhibit shall survive the termination or expiration of the Software License and Conversion Services Agreement and the Support and Software Maintenance Agreement.

4.3 Termination for cause. Anasazi agrees that if COUNTY determines that Anasazi has violated a material term of this Agreement, Anasazi will take reasonable steps to end such violation within thirty (30) days. If Anasazi's efforts are unsuccessful, COUNTY may then, at its option, either: (a) immediately terminate its Agreement with Anasazi and discontinue their business relationship or (b) if termination of the Agreement is not feasible, report Anasazi's breach or violation to the Secretary of the Department of Health and Human Services..

4.4 Existing Agreement. The provisions of the existing Agreements between COUNTY and Anasazi remain in full force and effect. If there is any conflict between the existing agreement and this addendum, the provisions of this addendum shall apply.

4.5 Effective Date. This Agreement is effective upon execution of the Software License and Conversion Services Agreement.

4.6 Data Ownership. Anasazi acknowledges that COUNTY is the owner of all Protected Health Information (PHI) and Anasazi has no ownership rights with respect to the PHI.

PowerPoint Presentation B-24

Behavioral Health and Recovery Services

Information Technology Projects

Stanislaus County Board of Supervisors
June 29, 2010



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Background

- In November 2004, the Mental Health Services Act (MHSA) was passed
 - Provides funding to *transform* the public mental health system
 - Funds were allocated for a variety of areas, including **Technology Needs**



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Background

- Behavioral Health & Recovery Services has been allocated \$5,686,800 in MHSA funds to be used for the purchase and implementation of capital facilities and/or technology projects
- Plan is to use \$4,328,224 of this allocation for technology projects over the next four years.
- Approval for the current project plan from California State Department of Mental Health was received on June 16, 2010.



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Background

- The MHSA Capital Facilities and Technological Needs funds must be used within 10 years
- Additional projects will be identified in the future for use of the remainder of the funds



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Background

- MHSA Funds can only be used for mental health related technology projects
- The substance use treatment part of any technology projects must be funded with other funds
 - Plan is to use Public Facility Fees (\$253,478) and departmental fund balance (\$34,035) for the non-mental health portion



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Planning Process

- All MHSA funds require a comprehensive planning process with stakeholder input prior to receipt of funds
- Work began on this project in March 2008



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Planning Process

- BHRS hired a consultant who was very familiar with our department, state trends, our current IT system, and our future IT needs to:
 - Facilitate the planning process
 - Conduct stakeholder meetings
 - Develop the Department's infrastructure plan



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Planning Process

- Two initial technology projects were identified that meet State guidelines
- Project 1 – Electronic Health Record (EHR)
- Project 2 – Consumer/Family Access to Computing Resources



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A Mental Health, Alcohol and Drug Service Organization

Project 1 – EHR System

- BHRS currently has an information technology (IT) system that is 20 years old
 - Mainly used for claiming for services and statistical reporting
 - Will not meet the new healthcare requirements, including the federal requirement for an electronic health record (EHR) by 2014
 - Unclear how much longer the current vendor will support this system



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Project 1 – EHR System

- Seven workgroups were developed in various content areas (Administration, Clinical, Fiscal and Accounting, Managed Care, Consumer Affairs, Alcohol and Other Drug, and Data Management)
- The workgroups included Department staff and contractors who will be the end users of the new system



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Project 1 – EHR System

- Workgroups used specifications developed in 2005 by a 25-county coalition to begin the process
- Specifications were reviewed and adjusted for current needs



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Project 1 – EHR System

- Request for Proposal
 - The Department worked with General Services Agency's Purchasing Division to develop a Request for Proposal (RFP)
 - The RFP was issued in March 2009
 - Six proposals were received in April 2009



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A Mental Health, Alcohol and Drug Service Organization

Project 1 – EHR System

- Selection Process

- Three were selected for vendor demonstrations based on:

- Significant California behavioral health EHR experience
- Current contracts with more than one California county

- Demonstration scenarios were created to standardize the information presented by each vendor



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A Mental Health, Alcohol and Drug Service Organization

Project 1 – EHR System

- Selection Process
 - The three vendors conducted day long demonstrations of their EHR products
 - Reference checks were then conducted via conference calls to counties currently using the EHR products



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Project 1 – EHR System

- Selection Process
 - Stakeholder input from the demonstrations, summaries of reference checks, and, finally, pricing were considered in choosing the top vendor



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Project 1 – EHR System

- Selection – Anasazi Software, Inc.
 - Anasazi Software, Inc. was chosen at the vendor to best meet the Department’s EHR needs.
 - Anasazi Software, Inc.:
 - Is successfully operating in 14 other California counties and beginning implementation in 2 additional counties
 - Meets California State claiming and reporting requirements



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Project 1 – EHR System

- Selection - Anasazi Software, Inc.:
 - Has attractive licensing terms
 - Is fully committed to adapting their system to meet ever changing regulations and standards
 - Including health information exchange which will allow easier exchange of information with other providers, e.g., primary care physicians, who are also treating the client



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Project 2 – Consumer/Family Access to Computing Resources

- This is a much smaller project
- Will provide access to on-line resources in various service locations
- Will enable consumers and family members to be well-informed about treatment and recovery options



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Project 2 – Consumer/Family Access to Computing Resources

- Sets the stage for future access to a Personal Health Record
- Creates employment opportunities for consumers and family members



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Recommendations

- Authorize the Behavioral Health Director or her designee to execute an agreement with Anasazi Software, Inc. to purchase, install, and implement an EHR system



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Recommendations

- Authorize Behavioral Health Director or her designee to sign the subsequent amendment to agreement with the California Department of Mental Health to accept the Mental Health Services Act Capital Facilities and Information Technology Needs funds



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Recommendations

- Authorize the use of \$253,478 of Public Facilities Fees for the purchase, installation and implementation of the Substance Use Treatment component of the new EHR system



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Recommendations

- Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$434,919, as detailed in the Budget Journal form, effective July 1, 2010



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Recommendations

- Amend the Salary and Position Allocation to reflect the recommended changes outlined in the staffing impacts section, effective the first pay period after Board of Supervisors' approval



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Recommendations

- Recommended changes to the Salary and Position Allocation are:
 - A request for a Systems Engineer II position
 - The restoration of one unfunded and vacant Software Developer/Analyst III position



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

Questions



Behavioral Health and Recovery Services
A Mental Health, Alcohol and Drug Service Organization

6/29/10
B24

MENTAL HEALTH SERVICES ACT (MHSA) AGREEMENT

Stanislaus County Behavioral Health and Recovery
Services
200 Scenic Drive
Sacramento, CA 95350

Agreement No.
Modification No.

07-77350-000
B8

State of California Department of Mental Health Community Services Division 1600 9 th Street Sacramento, CA 95814	Funding Source: MHSA FUNDS Term of Agreement: 07/01/2004-06/30/2013
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This MHSA Agreement is entered into by and between the State of California, Department of Mental Health, hereinafter referred to as the State and Stanislaus County, hereinafter referred to as the County. The County agrees to operate a program in accordance with the provisions of this agreement and to have an approved Three-Year Program and Expenditure Plan addressing the component(s) referenced below for the above named County filed with the State pursuant to the Mental Health Services Act. This modification consists of this sheet and those of the following exhibit, which is attached hereto and by this reference made a part hereof:

Funding Detail Chart

Exhibit A, pages 1 through 13

(Shaded areas in Exhibit A, Distribution Funding Detail, indicate the amount to be distributed to the County upon execution of the MHSA Agreement.)

Purpose: To incorporate and add MHSA funds as follows:
 1. CAP/TECH Technological Needs - FY 07/08

If additional funds are awarded, they will be unilaterally incorporated into this Agreement.

Allocation(s): The State agrees to reimburse the County not to exceed the amount listed hereinafter as "Total Plan Approved Amount".	<table> <tr> <td>Total Plan Approved Amount</td> <td>\$66,021,609</td> </tr> <tr> <td>Prior Amount Distributed:</td> <td>\$ 59,797,405</td> </tr> <tr> <td>Increase/Decrease:</td> <td>\$ 2,984,704</td> </tr> <tr> <td>Total Distributed:</td> <td>\$ 62,782,109</td> </tr> </table>	Total Plan Approved Amount	\$66,021,609	Prior Amount Distributed:	\$ 59,797,405	Increase/Decrease:	\$ 2,984,704	Total Distributed:	\$ 62,782,109
Total Plan Approved Amount	\$66,021,609								
Prior Amount Distributed:	\$ 59,797,405								
Increase/Decrease:	\$ 2,984,704								
Total Distributed:	\$ 62,782,109								

This agreement is exempt from Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code and is exempt from review or approval of the Dept. of General Services and the Dept. of Finance.

Approved for County (by signature)

NO SIGNATURE REQUIRED

Name and title: _____
Date Signed _____

FULLY EXECUTED

Approved for the State (DMH) (by signature)

DMH Procurement and Contracts Officer
Date Signed 7/16/10

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditure as stated herein:

Signature of DMH Accounting Officer
Date Signed 7/16/10

BOARD OF SUPERVISORS
2011 OCT 12 A 10:40

Planning Estimates (Authorized Use of Funds)

Planning Estimate	SFY 2004-05	SFY 2005-06	SFY 2006-07	SFY 2007-08	SFY 2008-09	SFY 2009-10	SFY 2010-11	SFY 2011-12	SFY 2012-13	Total
1. Community Program Planning (CPP)										
Planning	\$204,135									\$204,135
2. Community Services & Support (CSS)										
Services*		\$4,251,400	\$4,293,970	\$9,527,100	\$8,502,900	\$11,684,900	\$10,173,700			\$48,433,970
MHSA Housing Program				\$4,807,900						\$4,807,900
MHSA Housing Program Augmentation										\$0
3. Workforce Education & Training (WET)										
Planning and Activities			\$1,198,800	\$1,369,300						\$2,568,100
Discretionary CSS*										\$0
Regional Partnerships										\$0
Total WET			\$1,198,800	\$1,369,300	\$0	\$0				\$2,568,100
4. Capital Facilities & Technological Needs (Cap/Tech)										
Cap/Tech				\$4,327,200	\$1,359,600					\$5,686,800
Discretionary CSS*					\$0					\$0
Total Cap/Tech				\$4,327,200	\$1,359,600	\$0				\$5,686,800
5. Prevention and Early Intervention (PEI)										
Planning and Services				\$1,414,500	\$2,888,200	\$4,131,700	\$2,706,900			\$11,141,300
JPA Directed Distribution										\$0
State Administered Projects					\$510,200	\$510,200	\$510,200	\$510,200		\$2,040,800
Training, Technical Assistance & Capacity Building					\$77,400	\$77,400	\$77,400	\$77,400		\$309,600
6. Innovation										
Services					\$914,400	\$914,400	\$1,540,900			\$3,369,700
Total Planning Estimate	\$204,135	\$4,251,400	\$5,492,770	\$21,446,000	\$14,252,700	\$17,318,600	\$15,009,100	\$587,600	\$0	\$78,562,305

* As requested by County and approved by DMH beginning in FY 2008-09.

Plan Approved and Remaining Unapproved Amounts

	PCA	SFY 2004-05	SFY 2005-06	SFY 2006-07	SFY 2007-08	SFY 2008-09	SFY 2009-10	SFY 2010-11	SFY 2011-12	SFY 2012-13	Total
Plan Approved Amount											
1. Community Program Planning (CPP)											
Planning	27609	\$204,135									\$204,135
2. Community Services & Support (CSS)											
Extension of Planning	27617		\$210,000								\$210,000
System Improvement	27618		\$840,000								\$840,000
One-Time Technology	27627		\$0								\$0
Other One-Time	27619		\$999,500								\$999,500
Services	27613		\$2,201,900	\$4,293,970	\$9,527,100	\$8,502,900	\$11,684,900	\$10,173,700			\$46,384,470
Prudent Reserve	27621		\$0	\$0	\$0	\$0	\$0	\$0			\$0
MHSA Housing Program					\$4,807,900						\$4,807,900
Total CSS			\$4,251,400	\$4,293,970	\$14,335,000	\$8,502,900	\$11,684,900	\$10,173,700			\$53,241,870
3. Workforce Education & Training (WET)											
Planning and Early Implementation	27641			\$179,800	\$0						\$179,800
WET Activities	27640			\$1,019,000	\$1,369,300	\$0					\$2,388,300
Regional Partnerships	27642					\$0					\$0
Total WET				\$1,198,800	\$1,369,300	\$0					\$2,568,100
4. Capital Facilities & Technological Needs (Cap/Tech)											
Capital Facilities	27652				\$0	\$0					\$0
Technological Needs	27651				\$2,984,704	\$0	\$0				\$2,984,704
Total Cap/Tech					\$2,984,704	\$0	\$0				\$2,984,704
5. Prevention and Early Intervention (PEI)											
Planning	27631				\$588,600	\$0	\$0	\$0			\$588,600
Services	27630				\$325,900	\$2,888,200	\$4,131,700	\$2,706,900			\$10,052,700
Prudent Reserve	27621				\$500,000						\$500,000
Training, Technical Assistance & Capacity Building	27632					\$77,400	\$77,400	\$77,400	\$0		\$232,200
5a. JPA Directed Distribution											\$0
Planning											\$0
Services											\$0
5b. State Administered Projects											\$0
Planning						\$510,200	\$510,200	\$510,200	\$510,200		\$0
Services											\$0
Total PEI					\$1,414,500	\$3,475,800	\$4,719,300	\$3,294,500	\$510,200	\$0	\$11,373,500
6. Innovation (INN)											
Planning	27614					\$457,200	\$0				\$457,200
Services	27616					\$0	\$0				\$0
Total INN						\$457,200	\$0	\$0	\$0	\$0	\$457,200
Total Plan Approved Amount		\$204,135	\$4,251,400	\$5,492,770	\$20,103,504	\$12,435,900	\$16,404,200	\$13,468,200	\$510,200	\$0	\$72,870,309

Remaining Unapproved Amounts		SFY 2004-05	SFY 2005-06	SFY 2006-07	SFY 2007-08	SFY 2008-09	SFY 2009-10	SFY 2010-11	SFY 2011-12	SFY 2012-13	Total
1. CPP		\$0									\$0
2. CSS			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MHSA Housing					\$0						\$0
3. WET				\$0	\$0						\$0
4. Cap/Tech					\$1,342,496	\$1,359,600					\$2,702,096
5. PEI					\$0	\$0	\$0	\$0	\$77,400	\$0	\$77,400
JPA Directed Distribution						\$0	\$0	\$0	\$0	\$0	\$0
State Administered Projects						\$0	\$0	\$0	\$0	\$0	\$0
6. Innovation						\$457,200	\$914,400	\$1,540,900	\$0	\$0	\$2,912,500

Invoice Amounts by PCA

	PCA	SFY 2004-05	SFY 2005-06	SFY 2006-07	SFY 2007-08	SFY 2008-09	SFY 2009-10	SFY 2010-11	SFY 2011-12	SFY 2012-13	Total
Plan Invoiced Amount											
1. Community Program Planning (CPP) Adjustment for Reversion	27609										\$0
2. Community Services & Support (CSS) Adjustment for Reversion	27613										\$0
3. Workforce Education & Training (WET) Adjustment for Reversion	27640										\$0
4. Capital Facilities & Technological Needs (Cap/Tech) Adjustment for Reversion (CAP) Adjustment for Reversion (TECH)	27652 27651										\$0 \$0
5. Prevention and Early Intervention (PEI) Adjustment for Reversion	27630										\$0
6. Innovation (INN) Adjustment for Reversion	27616										\$0
Total Plan Invoiced Amount		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Distributed/Accessed Prudent Reserve

	PCA	SFY 2004-05	SFY 2005-06	SFY 2006-07	SFY 2007-08	SFY 2008-09	SFY 2009-10	SFY 2010-11	SFY 2011-12	SFY 2012-13	Total
Prudent Reserve Available	27621										
2. Community Services & Support (CSS)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Prevention and Early Intervention (PEI)					\$500,000						\$500,000
Total Prudent Reserve Available			\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Prudent Reserve Accessed	27621										
2. Community Services & Support (CSS)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Prevention and Early Intervention (PEI)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Prudent Reserve Accessed			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remaining Prudent Reserve		\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000

Distribution Funding Detail

SFY 2004-05

		1	2	3	4=1+2+3	5	6=4+5
Funding Source	PCA	Prior Distributed Amount	Amount to be Distributed by this Agreement/ Modification	Amount to be Decreased for Reversion	Total Amount Distributed to Date	Total Amount to be Distributed by Future Modifications	Total Approved Amount
SFY 2004-05							
1. Community Program Planning (CPP)	27609	\$204,135	\$0	\$0	\$204,135	\$0	\$204,135
Total CPP		\$204,135	\$0	\$0	\$204,135	\$0	\$204,135
Total SFY 2004-05		\$204,135	\$0	\$0	\$204,135	\$0	\$204,135

Distribution Funding Detail
 SFY 2005-06

		1	2	3	4=1+2+3	5	6=4+5
Funding Source	PCA	Prior Distributed Amount	Amount to be Distributed by this Agreement/ Modification	Amount to be Decreased for Reversion	Total Amount Distributed to Date	Total Amount to be Distributed by Future Modifications	Total Approved Amount
SFY 2005-06							
2. Community Services and Supports (CSS)							
Extension of Planning	27617	\$210,000	\$0		\$210,000	\$0	\$210,000
System Improvement	27618	\$840,000	\$0		\$840,000	\$0	\$840,000
One-Time Technology	27627	\$0	\$0		\$0	\$0	\$0
Other One-Time	27619	\$999,500	\$0		\$999,500	\$0	\$999,500
Services	27613	\$2,201,900	\$0	\$0	\$2,201,900	\$0	\$2,201,900
Prudent Reserve	27621	\$0	\$0		\$0	\$0	\$0
Total CSS		\$4,251,400	\$0	\$0	\$4,251,400	\$0	\$4,251,400
Total SFY 2005-06		\$4,251,400	\$0	\$0	\$4,251,400	\$0	\$4,251,400

Distribution Funding Detail
 SFY 2006-07

		1	2	3	4=1+2+3	5	6=4+5
Funding Source	PCA	Prior Distributed Amount	Amount to be Distributed by this Agreement/ Modification	Amount to be Decreased for Reversion	Total Amount Distributed to Date	Total Amount to be Distributed by Future Modifications	Total Approved Amount
SFY 2006-07							
2. Community Services and Supports (CSS)							
Services	27613	\$4,293,970	\$0	\$0	\$4,293,970	\$0	\$4,293,970
Prudent Reserve	27621	\$0	\$0	\$0	\$0	\$0	\$0
MHSA Housing Program		\$0			\$0	\$0	\$0
Total CSS		\$4,293,970	\$0	\$0	\$4,293,970	\$0	\$4,293,970
3. Workforce Education & Training (WET)							
Planning and Early Implementation	27641	\$179,800	\$0		\$179,800	\$0	\$179,800
WET Activities	27640	\$1,019,000	\$0	\$0	\$1,019,000	\$0	\$1,019,000
Total WET		\$1,198,800	\$0	\$0	\$1,198,800	\$0	\$1,198,800
Total SFY 2006-07		\$5,492,770	\$0	\$0	\$5,492,770	\$0	\$5,492,770

Distribution Funding Detail
 SFY 2007-08

		1	2	3	4=1+2+3	5	6=4+5
Funding Source	PCA	Prior Distributed Amount	Amount to be Distributed by this Agreement/ Modification	Amount to be Decreased for Reversion	Total Amount Distributed to Date	Total Amount to be Distributed by Future Modifications	Total Approved Amount
SFY 2007-08							
2. Community Services and Supports (CSS)							
Services	27613	\$9,527,100	\$0		\$9,527,100	\$0	\$9,527,100
Prudent Reserve	27621	\$0	\$0		\$0	\$0	\$0
MHSA Housing Program		\$4,807,900	\$0		\$4,807,900	\$0	\$4,807,900
Total CSS		\$14,335,000	\$0	\$0	\$14,335,000	\$0	\$14,335,000
3. Workforce Education & Training (WET)							
WET Activities	27640	\$1,369,300	\$0		\$1,369,300	\$0	\$1,369,300
Total WET		\$1,369,300	\$0	\$0	\$1,369,300	\$0	\$1,369,300
4. Capital Facilities & Technological Needs (Cap/Tech)							
Capital Facilities	27652	\$0	\$0		\$0	\$0	\$0
Technological Needs	27651	\$0	\$2,984,704		\$2,984,704	\$0	\$2,984,704
Total Cap/Tech		\$0	\$2,984,704	\$0	\$2,984,704	\$0	\$2,984,704
5. Prevention and Early Intervention (PEI)							
Planning	27631	\$588,600	\$0		\$588,600	\$0	\$588,600
Services	27630	\$325,900	\$0		\$325,900	\$0	\$325,900
Prudent Reserve	27621	\$500,000	\$0		\$500,000	\$0	\$500,000
Total PEI		\$1,414,500	\$0	\$0	\$1,414,500	\$0	\$1,414,500
Total SFY 2007-08		\$17,118,800	\$2,984,704	\$0	\$20,103,504	\$0	\$20,103,504

Distribution Funding Detail
 SFY 2008-09

Funding Source	PCA	1 Prior Distributed Amount	2 Amount to be Distributed by this Agreement/ Modification	3 Amount to be Decreased for Reversion	4=1+2+3 Total Amount Distributed to Date	5 Total Amount to be Distributed by Future Modifications	6=4+5 Total Approved Amount
SFY 2008-09							
2. Community Services and Supports (CSS)							
Services	27613	\$8,502,900	\$0		\$8,502,900	\$0	\$8,502,900
Prudent Reserve	27621	\$0	\$0		\$0	\$0	\$0
MHSA Housing Program							
Total CSS		\$8,502,900	\$0	\$0	\$8,502,900	\$0	\$8,502,900
3. Workforce Education & Training (WET)							
Regional Partnerships	27642	\$0	\$0		\$0		\$0
Total WET		\$0	\$0	\$0	\$0	\$0	\$0
4. Capital Facilities & Technological Needs (Cap/Tech)							
Capital Facilities	27652	\$0	\$0		\$0	\$0	\$0
Technological Needs	27651	\$0	\$0		\$0	\$0	\$0
Total Cap/Tech		\$0	\$0	\$0	\$0	\$0	\$0
5. Prevention and Early Intervention (PEI)							
Planning	27631	\$0	\$0		\$0	\$0	\$0
Services	27630	\$2,888,200	\$0		\$2,888,200	\$0	\$2,888,200
Training, TA & Capacity Building	27632	\$77,400	\$0		\$77,400	\$0	\$77,400
5a. JPA Directed Distribution							
Planning			\$0		\$0	\$0	\$0
Services			\$0		\$0	\$0	\$0
5b. State Administered Projects							
		\$510,200	\$0		\$510,200	\$0	\$510,200
Planning			\$0		\$0	\$0	\$0
Services			\$0		\$0	\$0	\$0
Total PEI		\$3,475,800	\$0	\$0	\$3,475,800	\$0	\$3,475,800
6. Innovation							
Planning	27614	\$457,200	\$0		\$457,200		\$457,200
Services	27616	\$0	\$0		\$0	\$0	\$0
Total Innovation		\$457,200	\$0	\$0	\$457,200	\$0	\$457,200
Total SFY 2008-09		\$12,435,900	\$0	\$0	\$12,435,900	\$0	\$12,435,900

Distribution Funding Detail

SFY 2009-10

		1	2	3	4=1+2+3	5	6=4+5
Funding Source	PCA	Prior Distributed Amount	Amount to be Distributed by this Agreement/ Modification	Amount to be Decreased for Reversion	Total Amount Distributed to Date	Total Amount to be Distributed by Future Modifications	Total Approved Amount
SFY 2009-10							
2. Community Services and Supports (CSS)							
Services	27613	\$11,684,900	\$0		\$11,684,900	\$0	\$11,684,900
Prudent Reserve	27621	\$0	\$0		\$0		\$0
MHSA Housing Program							
Total CSS		\$11,684,900	\$0	\$0	\$11,684,900	\$0	\$11,684,900
5. Prevention and Early Intervention (PEI)							
Planning	27631	\$0	\$0		\$0		\$0
Services	27630	\$4,131,700	\$0		\$4,131,700	\$0	\$4,131,700
Training, TA & Capacity Building	27632	\$77,400	\$0		\$77,400	\$0	\$77,400
5a. JPA Directed Distribution							
Planning		\$0	\$0		\$0	\$0	\$0
Services		0	\$0		\$0	\$0	\$0
5b. State Administered Projects							
		\$510,200	\$0		\$510,200	\$0	\$510,200
Planning		\$0	\$0		\$0	\$0	\$0
Services		\$0	\$0		\$0	\$0	\$0
Total PEI		\$4,719,300	\$0	\$0	\$4,719,300	\$0	\$4,719,300
6. Innovation							
Planning	27614	\$0	\$0		\$0	\$0	\$0
Services	27616	\$0	\$0		\$0		\$0
Total Innovation		\$0	\$0	\$0	\$0	\$0	\$0
Total SFY 2009-10		\$16,404,200	\$0	\$0	\$16,404,200	\$0	\$16,404,200

Distribution Funding Detail

SFY 2010-11

		1	2	3	4=1+2+3	5	6=4+5
Funding Source	PCA	Prior Distributed Amount	Amount to be Distributed by this Agreement/ Modification	Amount to be Decreased for Reversion	Total Amount Distributed to Date	Total Amount to be Distributed by Future Modifications	Total Approved Amount
SFY 2010-11							
2. Community Services and Supports (CSS)							
Services	27613	\$7,630,275	\$0		\$7,630,275	\$2,543,425	\$10,173,700
Prudent Reserve	27621	\$0			\$0	\$0	\$0
MHSA Housing Program							
Total CSS		\$7,630,275	\$0	\$0	\$7,630,275	\$2,543,425	\$10,173,700
5. Prevention and Early Intervention (PEI)							
Planning	27631	\$0			\$0	\$0	\$0
Services	27630	\$2,030,175	\$0		\$2,030,175	\$676,725	\$2,706,900
Training, TA & Capacity Building	27632	\$58,050	\$0		\$58,050	\$19,350	\$77,400
5a. JPA Directed Distribution							
Planning		\$0			\$0	\$0	\$0
Services		\$0			\$0	\$0	\$0
5b. State Administered Projects							
		\$510,200	\$0		\$510,200	\$0	\$510,200
Planning		\$0			\$0	\$0	\$0
Services		\$0			\$0	\$0	\$0
Total PEI		\$2,598,425	\$0	\$0	\$2,598,425	\$696,075	\$3,294,500
6. Innovation							
Planning	27614	\$0	\$0		\$0	\$0	\$0
Services	27616	\$0	\$0		\$0	\$0	\$0
Total Innovation		\$0	\$0	\$0	\$0	\$0	\$0
Total SFY 2010-11		\$10,228,700	\$0	\$0	\$10,228,700	\$3,239,500	\$13,468,200

Funding Source	PCA	Prior Distributed Amount	Amount to be Distributed by this Agreement/ Modification	Amount to be Decreased for Reversion	Total Amount Distributed to Date	Total Amount to be Distributed by Future Modifications	Total Approved Amount
SFY 2011-12							
2. Community Services and Supports (CSS)							
Services	27613	\$0			\$0	\$0	\$0
Prudent Reserve	27621	\$0			\$0	\$0	\$0
Total CSS		\$0	\$0	\$0	\$0	\$0	\$0
5. Prevention and Early Intervention (PEI)							
Planning	27631	\$0			\$0	\$0	\$0
Services	27630	\$0			\$0	\$0	\$0
Training, TA & Capacity Building	27632	\$0			\$0	\$0	\$0
5a. JPA Directed Distribution							
Planning		\$0	\$0			\$0	\$0
Services		\$0	\$0			\$0	\$0
5b. State Administered Projects							
Planning		\$0	\$0			\$510,200	\$510,200
Services		\$0	\$0			\$0	\$0
Total PEI		\$0	\$0	\$0	\$0	\$510,200	\$510,200
6. Innovation							
Planning	27614						
Services	27616				\$0	\$0	\$0
Total Innovation		\$0	\$0	\$0	\$0	\$0	\$0
Total SFY 2011-12							
		\$0	\$0	\$0	\$0	\$510,200	\$510,200

Funding Source	PCA	Prior Distributed Amount	Distributed by this Agreement/ Modification	Amount to be Decreased for Reversion	Total Amount Distributed to Date	to be Distributed by Future Modifications	Total Approved Amount
Total All Fiscal Years							
SFY 2004-05		\$204,135	\$0	\$0	\$204,135	\$0	\$204,135
SFY 2005-06		\$4,251,400	\$0	\$0	\$4,251,400	\$0	\$4,251,400
SFY 2006-07		\$5,492,770	\$0	\$0	\$5,492,770	\$0	\$5,492,770
SFY 2007-08		\$17,118,800	\$2,984,704	\$0	\$20,103,504	\$0	\$20,103,504
SFY 2008-09		\$12,435,900	\$0	\$0	\$12,435,900	\$0	\$12,435,900
SFY 2009-10		\$16,404,200	\$0	\$0	\$16,404,200	\$0	\$16,404,200
SFY 2010-11		\$10,228,700	\$0	\$0	\$10,228,700	\$3,239,500	\$13,468,200
SFY 2011-12		\$0	\$0	\$0	\$0	\$510,200	\$510,200
SFY 2012-13		\$0	\$0	\$0	\$0	\$0	\$0
Total All Fiscal Years		\$66,135,905	\$2,984,704	\$0	\$69,120,609	\$3,749,700	\$72,870,309
Less: Assigned Funds							
MHSAs Housing		\$4,807,900	\$0	\$0	\$4,807,900	\$0	\$4,807,900
State Administered Projects		\$1,530,600	\$0	\$0	\$1,530,600	\$510,200	\$2,040,800
Total Assigned Funds		\$6,338,500	\$0	\$0	\$6,338,500	\$510,200	\$6,848,700
Net Distribution		\$59,797,405	\$2,984,704	\$0	\$62,782,109	\$3,239,500	\$66,021,609