

AGREEMENT

First Call Alcohol / Drug Prevention & Recovery
and
Jackson County

The following documents together create an agreement between the First Call Alcohol / Drug Prevention & Recovery, Inc., a Missouri corporation ("FIRST CALL ") and Jackson County, Missouri ("COUNTY"). This Agreement defines the terms and conditions under which FIRST CALL provides Community CareLink Software Maintenance Services to COUNTY for use by COMBAT. The Agreement includes the following documents, each of which is incorporated by reference:

- COUNTY Software License Agreement
- COUNTY Support and Software Maintenance Agreement
- Exhibit A - Fee and Expense Schedule
- Exhibit B – Service Response Priorities and Responsibilities

This is the entire agreement between FIRST CALL 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) FIRST CALL and COUNTY have read each of the documents listed above,
- (ii) each party agrees to the terms and conditions of each document,
- (iii) each party intends to enter into this binding agreement,
- (iv) good and sufficient consideration exists to create a binding agreement, and
- (v) 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 executed by both parties.

First Call Alcohol / Drug Prevention & Recovery, Inc.

Jackson County, Missouri

Signature: Susan Whitmore

Signature: Frank White, Jr.

Name: Susan Whitmore

Name: Frank White, Jr.

Title: President + CEO

Title: County Executive

Date: 8/1/16

Date: 8/8/16

REVENUE CERTIFICATE

I hereby certify there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$19,500 which is hereby authorized. Remaining funds sufficient to meet this obligation are subject to appropriation in future years' budgets.

August 9, 2016
Date

[Signature]
Director of Finance and Purchasing

APPROVED AS TO FORM:
By: W. Stephen Nixon
W. Stephen Nixon, County Counselor

ATTEST BY:
Mary Jo Spino
Mary Jo Spino, Clerk of the Legislature
PC 4402016014

FILED
AUG 09 2016
MARY JO SPINO
COUNTY CLERK

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Software License Agreement

1. Grant of License.

- a. Subject to the terms and conditions of this Agreement, FIRST CALL hereby grants to COUNTY a nonexclusive, non-transferable, perpetual license to install and use, Community CareLink, the "Software Product".
- b. COUNTY may designate individuals as Authorized Users of the Software Product to the extent permitted in Exhibit A – Fee and Expense Schedule.
- c. This license transfers to COUNTY neither title nor any proprietary or Intellectual Property rights to the Software Product, except for the rights expressly granted herein. This Agreement does not grant a license to the Source Code for the Software Product. It does not grant COUNTY a security interest in the Software Product, or the rights to sell, trade, barter, market or distribute the Software Product.
- d. COUNTY may request a reasonable number of copies of the licensed Software Product for backup, test, and training purposes.

2. Software Escrow

- a. FIRST CALL shall deposit within thirty (30) days of the Effective Date (and regularly update such deposit), with the hosting company, a complete copy of the Software Product and source code, which shall be released to COUNTY upon the occurrence of a Bankruptcy Event (as defined below) upon the terms and conditions set forth in this Section 2. For purposes of this Section 2, "Bankruptcy Event" shall mean FIRST CALL (a) ceases the active conduct of its business, (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute which is not dismissed within 90 days, (c) becomes subject to direct control by a trustee, receiver or similar authority, or (d) has wound up or liquidated its business, voluntarily or otherwise. FIRST CALL shall provide written notification to COUNTY and COMBAT of any such Bankruptcy Event immediately. Upon receipt of written notice from COUNTY to FIRST CALL of the occurrence of a Bankruptcy Event and a request for the release of the escrow materials, the escrow agent shall be authorized by FIRST CALL to release the escrow materials to COUNTY, unless FIRST CALL disputes such release within 14 days. Any dispute relating to or arising from the release of the escrow materials shall be brought before a court of competent jurisdiction if the parties are unable to resolve the dispute with 30 days of the written notice to COUNTY of a Bankruptcy Event. COUNTY shall not gain access to the escrow materials until the completion of dispute resolution. Subject to the terms and conditions of this Agreement and the payment of all fees specified in this Agreement incurred prior to the Bankruptcy Event, upon release of the escrow materials to COUNTY, FIRST CALL hereby grants to COUNTY a fully-paid license to use the source code for the purpose of maintaining and updating the Software Product and any customizations thereof solely for the uses expressly licensed under this Agreement. FIRST CALL shall provide COUNTY with prompt written confirmation that it has deposited into escrow a complete copy of the Software Product (and source code).

3. Correction of Defects.

- a. FIRST CALL will correct defects in the Software Product at no additional charge to COUNTY.
- b. COUNTY will document any Defect in the Software Product or any failure of the Software Product to provide functionality described in the Proposal. COUNTY will notify FIRST CALL in writing of such error or Defect.

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- c. FIRST CALL will exercise Commercially Reasonable efforts to correct any Defect reported to FIRST CALL by COUNTY in a reasonable time. Such efforts will be based on a priority level reasonably assigned by FIRST CALL. FIRST CALL will consider COUNTY's opinion of their priority level, when assigning this priority level. FIRST CALL's current Support Procedures are attached to this Agreement, which is incorporated herein by reference and is a part hereof.
- d. If agreed to by both parties, pending development of a correction, Enhancement or New Version that permanently corrects an identified Defect in a Software Product, FIRST CALL 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", to COUNTY's satisfaction 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. FIRST CALL will be responsible for the installation of software changes for the COMBAT ~ Connections program. The software changes will initially be installed into the test environment and migrated to the live environment with COUNTY's approval.
- f. FIRST CALL will implement reasonable and appropriate safeguards to prevent unauthorized persons from accessing its Hosting Equipment and the Software Product, to prevent introduction of malicious software onto the Hosting Equipment, and to detect, isolate, and remove malicious software from the Hosting Equipment. FIRST CALL warrants that the Software Product does not contain any virus, worm, trap door, back door, spyware, malicious logic, Trojan horse, time bomb or other malicious functionality that is designed to release or alter data, programs or equipment or render any of them unusable, intentionally interfere with or monitor the Software Product or Customer's other hardware or software, or otherwise intentionally cause the Software Product or Customer's other hardware or software to come inoperable or incapable of being normally used (collectively referred to in this paragraph as "Malware"). FIRST CALL warrants that Customer will not receive Malware as the result of an intentional, negligent or malicious act of any employee or contractor of FIRST CALL. FIRST CALL further warrants that it will use commercially available, reasonable efforts and means to ensure that Customer will not receive Malware from FIRST CALL or any of its employees or contractors (via modem, VPN, Internet, or any other method or means). At all times during the term of this Agreement, FIRST CALL will use current anti-virus and security protection for its internal systems, and will install all critical Malware protection program updates (e.g. security patches and antivirus updates) according to current industry and regulatory standards.
- g. FIRST CALL 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 FIRST CALL's Hosting Equipment, the Software Product, or other software used to store COUNTY Data.

4. COUNTY Responsibilities.

- a. COUNTY and COMBAT agencies will ensure that only Authorized Users are permitted to access and use the Software Product. It is agreed and understood by the parties that information relating to the program and its participants is strictly confidential. Likewise, both parties agree, unless required by law, not to divulge any information pertaining to this Agreement without the written consent of each other. All Authorized Users shall be required to execute an Acknowledgment of Confidentiality prior to using the COMBAT ~ Connections product.
- b. COUNTY and its Authorized Users are solely responsible for entry, accuracy and management of data entered into databases using the Software Product. COUNTY and COMBAT agencies

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are 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.

- c. COUNTY will implement reasonable and appropriate safeguards to prevent unauthorized persons from access the Software Product.

5. Intellectual Property Rights.

- a. The Software Product is protected by both United States copyright law and international copyright treaty provisions. FIRST CALL retains sole and exclusive ownership of all right, title and interest in and to the Software Product and all Intellectual Property rights relating thereto.
- b. IT IS EXPRESSLY UNDERSTOOD BY COUNTY THAT FIRST CALL WILL RETAIN THE SOLE AND EXCLUSIVE OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS TO ANY CUSTOMIZED MODIFICATIONS OR ENHANCEMENTS OF THE SOFTWARE PRODUCT OR ANY ORIGINAL SOFTWARE PRODUCT CREATED BY FIRST CALL FOR COUNTY AND COMBAT. ANY SUCH WORK WILL NOT BE CONSIDERED "WORK FOR HIRE" WITHIN THE MEANING OF COPYRIGHT LAW, EVEN IF COUNTY PAYS FIRST CALL 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 Product anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Product, in whole or in part; (3) write or develop any derivative work based upon the Software Product, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Product by any third party, except as permitted by this Agreement or with FIRST CALL 's prior written consent.

6. Confidential Information.

- 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" as used in this Agreement shall mean information, whether in oral, written or electronic form, concerning a Disclosing Party's business, patients or customers, use of the Software Product, finances, property or technology not generally known to the public, including without limitation, the Software Product, Documentation, the terms and conditions of this Agreement, and all other information that a Disclosing Party designates as "Confidential".
- b. Obligations. COMBAT and FIRST CALL 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. Recipient will disclose Confidential Information only to those of its employees and independent contractors who need to know such information and who have entered into written confidentiality agreements with Recipient which protect the Confidential Information. Upon termination, a Recipient will return or destroy, upon request of Disclosing Party, all Confidential Information in Recipient's possession without retaining copies thereof except required by law. 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 make any use of the other party's Company Information; (i) acquire any right in or assert any lien against the

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other party's Company Information; (ii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iii) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. This paragraph shall not apply to any disclosure of information required by the Missouri Open Records Act, chapter 610, RSMo.

- c. Confidential data shall not be copied or stored without express written permission from COMBAT and the COMBAT ~ Connections agency participants. Permission should only be granted upon demonstration of a business need and an assessment of the risk of unauthorized access to or loss of COMBAT ~ Connections agency participants which (a) unauthorized disclosure or use could cause serious harm to an organization or individual or (b) are exempt from disclosure under the provisions of Chapter 610 of the Revised Statutes of Missouri or other applicable local, state, or federal laws.
- d. HIPAA. The parties each agree to be bound by and comply with all applicable federal, state and local statutes and regulations governing the confidentiality of patient records and other information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Additionally, the parties have entered into a Business Associate Agreement and Malware and Security Agreement which are hereby incorporated and made part of this Agreement.

7. Limited Warranty and Limitation of Liability.

FIRST CALL makes the following representations and warranties:

- a. The Software Product will, in all material respects, have the functionality described in the Proposal to COUNTY and COMBAT. The Proposal is incorporated herein by reference.
- b. FIRST CALL has developed and owns the Software Product and has the right to grant the license granted herein.
- c. The Software Product does not infringe any U.S. or international copyright or trade secret, or, to the knowledge of FIRST CALL, any patent right or other Intellectual Property right of any third party.
- d. FIRST CALL's warranties do not apply to: (i) any copy of the Software Product modified by any Person or Organization other than FIRST CALL or an authorized representative of FIRST CALL; (ii) failures caused by defects or problems with software applications other than the Software Product; (iii) failures caused by malicious software; or (iv) failures caused by negligence of COUNTY or its designees or any Person or Organization except FIRST CALL or an authorized representative of FIRST CALL.
- e. FIRST CALL makes no warranty: (i) that the operation of the Software Product will be error free in all circumstances; nor (ii) that all non-material defects in the Software Product which do not substantially impair COUNTY's use of the Software Product will be corrected; nor (iii) that the operation of the Software Product 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 FIRST CALL.
- f. Disclaimer

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OR

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SUITABILITY FOR A PARTICULAR PURPOSE, (WHETHER OR NOT FIRST CALL 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, FIRST CALL EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OR ORGANIZATION OTHER THAN COUNTY WITH RESPECT TO THE SOFTWARE PRODUCT OR ANY PART THEREOF AND ANY WARRANTY OR REPRESENTATION TO COUNTY THAT IS NOT INCLUDED IN THE PROPOSAL OR THIS AGREEMENT.

g. Limitation of Liability

IN NO EVENT WILL FIRST CALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE USE OF THE SOFTWARE PRODUCT OR THE DELIVERY OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ITS EXHIBITS. IT IS UNDERSTOOD THAT SUCH SOFTWARE PRODUCT 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 AND COMBAT OR THE PERSONS OR ORGANIZATIONS THAT USE THE SOFTWARE PRODUCT, AND NOT THE RESPONSIBILITY OF FIRST CALL. FIRST CALL'S LIABILITY AND COUNTY'S SOLE REMEDIES UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARE LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE SOFTWARE PRODUCT AND THE REPROCESSING OF ANY DATA WHICH IS INCORRECT AS A RESULT OF SUCH DEFECT.

8. Term and Termination.

- a. Term. This Agreement shall commence on the Effective Date, and shall continue in perpetuity unless terminated in accordance with the terms set forth below.
- b. Termination for Cause. Either party may terminate this Agreement upon a Material Breach of a provision of this Agreement by the other party, following procedures described in this section.
 1. 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.
 2. If the breach is a willful breach of part 7 of this Agreement, pertaining to Intellectual Property Rights 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.
 3. If the breach is for failure to provide services as agreed or pay fees and expenses when due, the Breaching Party shall have thirty (30) days to cure the breach.
 4. If the Breaching Party fails to cure a Material Breach described in (b) or (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.

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5. 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.

c. Termination without Cause.

1. After payment in full of the Software License Fee and any and all other scheduled fees that COUNTY is obligated to pay FIRST CALL pursuant to this Agreement, COUNTY shall have the right to terminate this Agreement upon thirty (30) days written notice to FIRST CALL. At any time, the parties may terminate this agreement by mutual written consent.
2. Unless otherwise agreed in writing by FIRST CALL 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 Parts 7 and 8 of this Agreement, pertaining to Intellectual Property Rights and Confidential Company Information.

d. Obligations upon Termination.

1. COUNTY and its Authorized Users shall immediately discontinue use of the Software Product and disable all passwords.
2. Effect of Termination. In the event of the termination or expiration of this Agreement for any reason, Customer's license to use the Software Product will terminate, and Customer and End Users must immediately cease all use of the Software Product and Documentation. Each Party and all parties or End Users that that party has caused to receive the other party's Confidential Information shall, at the other party's option, return or destroy all copies of the other party's Confidential Information in such parties' possession or control.
3. Survival. Provisions of this Agreement pertaining to governing law, confidentiality, compliance with applicable laws/hospital policies, notices, indemnities, relationship of the parties, warranty and such other provisions of the Agreement that, by their nature, require performance following the termination or expiration of this Agreement, shall survive such termination or expiration.
4. 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.

9. **General Provisions.**

- a. 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.

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- b. Force Majeure.** Neither party 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.
- c.** This Agreement shall not be modified, amended, or in any way altered except in writing, in a document signed by both parties.
- d. Governing Law and Jurisdiction.** This Agreement shall be interpreted, construed, and governed by the laws of the State of Missouri, 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 Missouri (the Circuit Court of Jackson, County, Missouri, and/or the United States District Court for the Western District of Missouri, Central Division.)
- e. 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.
- f. Publicity.** COUNTY and COMBAT consent to publication of its name by FIRST CALL as a user of the Software Product, upon reasonable notice to COUNTY and COMBAT. COUNTY and COMBAT will approve the content and description of their use of the Software Product prior to publication.
- g. FIRST CALL Access to COUNTY Systems.** COUNTY will allow FIRST CALL representatives to access COUNTY's Software Product and to COUNTY Data, either on-site or remotely, as necessary to enable FIRST CALL to fulfill its obligations to COUNTY under this Agreement.

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COUNTY Support and Software Maintenance Agreement

1. COUNTY Support Services

- a. Telephone and Email User Support. FIRST CALL will exercise Commercially Reasonable efforts to make FIRST CALL technology staff available by electronic mail, telephone, or remote computer access to provide User Support during Regular Business Hours. Regular Business Hours are defined as Monday – Friday from 8:00am – 5:00pm Central Standard Time.
- b. COUNTY Support Service Requests. COUNTY Support Service requests shall be submitted in writing via electronic mail or facsimile.
- c. Correction of Defects. FIRST CALL will correct all defects according to the terms of the Software License and Product Services Agreement.
- d. FIRST CALL Service Request Response Time. FIRST CALL will respond to COUNTY and/or COMBAT according to the Service Response Priorities and Responsibilities schedule attached hereto as Exhibit B and incorporated herein by reference.
- e. FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT and/or COMBAT agency to resolve the service issue outside of Regular Business Hours if requested by COUNTY, COMBAT, and/or COMBAT funded agencies in writing and approved by the County's COMBAT Director or designee. Both parties will work together until the work is completed.

2. Development of Software Enhancements

- a. FIRST CALL will use commercially reasonable efforts to develop enhancements of the Software Product requested by COUNTY in writing same as above.
- b. FIRST CALL will respond to COUNTY's request for an Enhancement within thirty (30) calendar days of receipt of COUNTY's request. FIRST CALL's response will include the proposed solution along with the estimated cost to complete the enhancement, if applicable.
- c. FIRST CALL and COUNTY will agree to schedule the Enhancement to be included in the next software release or if it should be included as a stand-alone enhancement. If the Enhancement is included as a stand-alone enhancement requiring additional fees and services outside of those contemplated by this Agreement, FIRST CALL shall not proceed with the enhancement until the expenditure is approved by the COUNTY's governing body and a written Amendment is executed by duly authorized representatives of FIRST CALL and the COUNTY.

3. Maintenance Services

- a. Software Maintenance Fee. COUNTY agrees to pay the Software Maintenance Fee described in Exhibit A – Fee and Expense Schedule.
- b. User Group. The COMBAT administration and COMBAT ~ Connections agency directors will identify employees to participate in a User Group to provide feedback to FIRST CALL regarding the Software Product. The User Group will meet as needed as agreed to by FIRST CALL and COMBAT. Meetings will typically take place via conference call, web-conferencing or in person.
- c. COMBAT meetings. FIRST CALL will participate in COMBAT meetings as needed.

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- d. Availability of Enhancements. All Enhancements developed by FIRST CALL for any other project/agency will be provided to COUNTY for as long as it continues to pay the Software Maintenance Fee.
 - e. Delivery of Enhancements. FIRST CALL will work with COUNTY to install Enhancements into COUNTY's Test Environment. Once COUNTY has tested the Enhancement and performance of the Enhancement is satisfactory to both parties, FIRST CALL will work with COUNTY to install the Enhancement into the Live Environment.
4. Term and Termination
- a. The Maintenance Agreement shall be effective for a one year period with three (3) one-year extension options, to be exercised by mutual agreement in writing, to commence upon the effective date described herein.

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Exhibit A – Fee and Expense Schedule
Effective – July 1, 2016

This Exhibit A describes terms for COUNTY payment of fees and reimbursement of expenses incurred by FIRST CALL. This version of Exhibit A supersedes all previous versions as of the effective date indicated above.

1. Fees and Expenses

- a. Software Maintenance Fee and Support Fee. The Software Maintenance Fee for COUNTY’s use of the Software is due at the execution of this contract. The Software Maintenance Fee of \$39,000.00, payable in two installments annually, six months apart. Twelve (12) months of maintenance commencing upon the effective date, July 1, 2016, shall be included. The Software Maintenance and Support agreement shall have three (3) one-year renewal options.

The Software Maintenance and Support Fee is calculated based on the number of concurrent agencies. FIRST CALL and the COUNTY agree that the amount stated in item 1.a. covers a maximum of 26 COMBAT funded treatment agencies.

Once the COUNTY exceeds 26 concurrent agencies, each additional agency will increase the annual Software Maintenance and Support Fee by \$1,500.00.

- b. Enhancement Fee. Enhancements will be invoiced at the rate of \$95/hour. Invoices will be sent upon delivery of enhancement and will be billed separately from bi-annual Software Maintenance and Support Fee.

Fee Type	Fee Amount	Payment terms
Software Maintenance and Support Fee	\$39,000.00	Two installments, semi-annually
Software Maintenance and Support Fee	\$1,500.00/per agency in excess of 26 agencies	Two installments, semi-annually
Enhancement Fee	\$95.00/hour	30 days from date of invoice

2. Billing and Payment Procedures

- a. Invoice. FIRST CALL will send COUNTY invoices prior to each phase for Project Services Fees and Expenses and any other agreed upon charges to COUNTY for fees or expenses that are due and payable.
- b. COUNTY will pay FIRST CALL the balance due on all approved invoices within thirty (30) days of receipt of the invoice from FIRST CALL. COUNTY will approve or reject submitted invoices within ten (10) business days of receipt.

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Exhibit B - Service Response Priorities and Responsibilities

During normal business hours (8am to 5pm, Monday through Friday) FIRST CALL shall provide responses for each occurrence reported by the client within the timetable set forth below. FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT to resolve the service issue outside of normal business hours if requested by COUNTY and/or COMBAT in writing and approved by the County's COMBAT Director or designee.

Priority 1 – Client outage

A major system or component critical to service is inoperative.

Priority 2 – Urgent

The client is impacted by a service delay but is still able to maintain basic service functions.

Priority 3 – Service delay

The problem has a reasonable circumvention, and the client can continue with little loss of efficiency.

Priority 4 – Minor/informational

The call requires minor action or is for information purposes.

Priority	Initial Response Time	Update Frequency
1 – Outage	30 minutes	2 hours
2 – Urgent	2 hours	Daily
3 – Delay	24 hours	Weekly
4 – Minor	48 hours	Bi-Weekly