

**AMENDMENT NO. 1 TO COUNTY OF VENTURA CONTRACT
WITH PUBLIC HEALTH INSTITUTE**

This Amendment No. 1 to County of Ventura Contract Number is made by County of Ventura (County) and Public Health Institute (PHI). This amendment is effective as of August 1, 2024 ("Amendment Effective Date"). County and PHI are each a "Party" or collectively the "Parties."

RECITALS

WHEREAS, the Parties entered into a contract to be effective as of February 1, 2023, for PHI to perform project management services and serve as the fiscal and administrative agent "backbone organization" for the creation, implementation and operation of the Ventura County Community Information Exchange (VCCIE), an integrated system of care that promotes cross-sector partnerships, client and resource data sharing, and real-time care coordination to improve population health; and

WHEREAS, the VCCIE will use a technology platform that facilitates the integration of individual data from multiple partners' data systems to populate an easy-to-access single, longitudinal person record, enable bi-directional closed-loop referrals, and care coordination alerts; and

WHEREAS, the parties desire to expand PHI's role from fiscal and administrative agent for the VCCIE to sole owner and operator for the VCCIE, including its technology platform, for the benefit of Ventura County residents and the Ventura County community; and

WHEREAS, Phase I of the project covers the period February 1, 2023, through July 1, 2024, for various objectives to be completed within the contract not-to-exceed amount of four million two hundred thousand dollars (\$4,200,000); and

WHEREAS, the Parties desire to amend the contract to extend Phase I of the project through July 31, 2025, to allow continuation of the Phase I objectives, along with additional tasks, all to be accomplished via a no cost extension;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the Parties set forth herein, the Parties agree as follows:

1. The period for Phase I is extended through July 31, 2025.
2. Exhibit B - Phase I No Cost Extension (NCE) is hereby added to the Contract.
3. Section 28 **VCCIE Ownership and Operation of the VCCIE Including the VCCIE Technology Platform** is hereby added:

“ 28. VCCIE Ownership and Operation of the VCCIE Including the VCCIE Technology Platform

PHI shall be the owner and operator of the VCCIE, including the VCCIE technology platform. PHI agrees to operate the VCCIE, including the VCCIE technology platform, for the benefit of Ventura County residents and the Ventura County community. PHI as the owner and operator of the VCCIE shall be solely responsible for VCCIE's compliance with all state and federal laws, including but not limited to those related to privacy and security. The VCCIE Governance Board will continue to serve in an advisory capacity.

4. Section 29 **INTELLECTUAL PROPERTY RIGHTS** is hereby added:

“29. INTELLECTUAL PROPERTY RIGHTS

- A) Each Party will retain all intellectual property rights with respect to all of its own Proprietary Information and technology existing prior to the date of this Contract, regardless of whether such information or technology is embodied in any materials provided to the other Party. Except with respect to any rights in data or software which the federal, state, or local government may require as set forth in any applicable awards or agreements, any and all software, software development tools, inventions, know-how, methodologies, processes, technologies, or algorithms used by either Party in performing its obligations under this Contract, which are based on the trade secrets or Proprietary Information of such Party or are otherwise owned or licensed by such Party, will be and remain such Party's property, and the other Party will have no interest therein or claim thereto. Except with respect to any rights in data or software which the Government may require as set forth in any applicable awards or agreements, each Party will be free to use the ideas, concepts, and know-how which it develops during the performance of its obligations under this Contract and which are retained by its employees in intangible form.
- B) Any invention solely conceived or reduced to practice by one Party during performance of this Contract, that does not derive from or incorporate intellectual property disclosed by the other Party, shall be the sole property of the originating Party. In the event of (i) an invention jointly conceived or reduced to practice by the Parties during performance of this Contract, or (ii) an invention solely conceived or reduced to practice by one Party during performance of this Contract, that derives from or incorporates intellectual property disclosed by the other Party, the Parties shall establish their respective rights by separate negotiation. For the avoidance of doubt, all data, intellectual property rights, copyrights, licenses, and materials used for the creation and maintenance of the information exchange platform contemplated by this Contract shall be the sole and exclusive property of Contractor.

- C) The Parties may be required to, and shall, grant licenses or other rights to the Government to inventions, data, and information in accordance with such provisions which may be contained in any applicable awards or agreements."

5. Section 9. **INSURANCE PROVISIONS**, is hereby deleted in its entirety and replaced with the following Section 9 **INSURANCE PROVISIONS**:

" 9. INSURANCE PROVISIONS

- A) Contractor, at Contractor's sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
 - 1) General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Commercial automobile liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles. Also to include uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and employer's liability coverage in the minimum amount of \$1,000,000. Workers' compensation coverage is not required if Contractor provides written verification it has no employees and has other medical coverage.
 - 4) Cyber Liability (Security and Privacy) in the minimum amount of \$1,000,000. per occurrence \$2,000,000. annual aggregate.
- B) All insurance coverage Contractor is required to obtain and maintain will be primary coverage as respects County, and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and except with respect to professional liability coverage, will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance coverage is lowered below required limits. Contractor must purchase additional coverage to meet requirements.
- D) For the general liability insurance required above, County is to be named as additional insured as respects work done by Contractor under the terms of this Contract.

- E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to County. Contractor will provide prompt written notice of non-renewal, termination or diminution below required limits to County's Risk Management Division, located at 800 S. Victoria Ave., Ventura, CA 93009.
- G) Contractor agrees to provide County with the following insurance documents on or before the commencement date of this Contract:
 - 1. Certificates of insurance for all required coverage.
 - 2. Additional Insured endorsement for general liability insurance.
 - 3. Waiver of subrogation endorsement (also known as waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation insurance.

Failure to timely provide these documents, upon County's request, will be, at County's sole discretion, grounds for immediate termination of this Contract or suspension of the commencement date."

- 6. Section 15. **CONFIDENTIALITY**, is hereby deleted in its entirety and replaced with the following Section 15. **PROPRIETARY INFORMATION**:

"15. PROPRIETARY INFORMATION

- A) Definition and Use. The Parties anticipate that it may be necessary to disclose information of a confidential and proprietary nature ("Proprietary Information") during the work performed under this Contract. Proprietary Information may include, but is not limited to, business plans, sales and marketing information and strategies, customer lists, solicitation response strategies, technical solutions to client requirements, system architectures, proposal preparation techniques and pricing policies, know-how, software, methodologies, processes, and financial information. Upon the earlier of the completion of the Receiving Party's use of Proprietary Information for purposes of fulfilling its obligations under this Contract or the Disclosing Party's request for any reason, the Receiving Party will (a) immediately cease all use of Proprietary Information and (b) upon written request by the Disclosing Party, either return to the Disclosing Party or destroy all Proprietary Information, including any copies, extracts, summaries, or derivative works

containing such Proprietary Information; provided, however, that the Receiving Party may retain one copy in its legal archives solely for the purpose of monitoring the Receiving Party's surviving obligations under this Contract.

- B) Limitation on Access and Disclosure. Each Party agrees that Proprietary Information may only be used to give effect to the purposes of this Contract. Each Party further agrees to limit the use of and access to the other's Proprietary Information to its employees, agents, representatives, subcontractors or consultants ("Personnel") whose use or access is necessary to effect the purposes of this Contract, and agrees to notify its Personnel to whom disclosure is made that such disclosure is made in confidence, and agrees to enter into appropriate agreements with any third party. The Receiving Party agrees to notify the Disclosing Party, in writing, immediately in the event the Receiving Party becomes aware of any unauthorized use, disclosure or theft of Proprietary Information by any of its Personnel, former Personnel, or any third party, and will identify the Receiving Party's actions to contain and prevent further unauthorized use, disclosure or theft of such Proprietary Information.
- C) Breach of Nondisclosure Obligations. Any breach of the nondisclosure obligations of this Contract will entitle the Disclosing Party to give written notice to the Receiving Party requiring the cure of such default. If the Receiving Party fails to cure such default within ten (10) days of the receipt date of such default notice, the Disclosing Party will be entitled, in addition to any other rights available under this Contract or otherwise under law, to terminate this Contract effective immediately by giving written notice to the Receiving Party.
- D) Permitted Disclosure. The Receiving Party may disclose Proprietary Information pursuant to requirements of a government agency or by operations of law, provided the Receiving Party notifies the Disclosing Party, in writing, prior to such disclosure, and provided further that Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.
- E) The Receiving Party shall not be liable for use or disclosure of any information if such information was:
 - 1. in the public domain at the time of disclosure;
 - 2. already known to the Receiving Party prior to receipt from the Disclosing Party;
 - 3. publicly known or available through no breach of this Contract;
 - 4. independently developed by the Receiving Party without breach of this Contract; or obtained from a third party having a right to disclose such information.
- F) Injunctive Relief. Each party acknowledges that in the event the Receiving Party breaches its obligations under this Contract, the Disclosing Party shall

not have an adequate remedy at law and therefore, the Disclosing Party will be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. The right to obtain such relief shall not limit the Disclosing Party's right to seek other remedies.

- G) Obligations Survive Contract. The Receiving Party's duty to protect, and obligations of nondisclosure of, the Proprietary Information disclosed or otherwise created under this Contract shall expire three (3) years after the expiration, completion, or earlier termination of this Contract or any subsequent contracts or agreements between the Parties that may rely on such Proprietary Information."

7. The Contract not-to-exceed amount for Phase I remains at four million two hundred thousand dollars (\$4,200,000).

All other terms and conditions of the Contract, as amended, remain the same.

The parties have executed this Amendment, to be effective as of the Amendment Effective Date.

COUNTY OF VENTURA

CONTRACTOR

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit B

PHASE I – No Cost Extension (NCE)

Budget Period: August 1, 2024 – July 31, 2025

Objective	Overview of Activities by Objective	Timeline
1	Manage Governance Process	August 2024 – July 2025
2	Systems Operations	August 2024 – July 2025
3	Financial Management	August 2024 – July 2025
4	Program Management Office	August 2024 – July 2025
5	County of Ventura Use Case	August 2024 – July 2025

Specific Deliverables by Objective are identified below:

Objective 1: Contractor will facilitate the VCCIE governance process including preparing and documenting Board and committee meetings.

Timeframe: August 1, 2024 – July 31, 2025

Activities and Subtasks	Timeline	Deliverables
<p>A. Facilitate all Governance meetings including Executive and Subcommittee meetings.</p> <p>Support revisions and implementation of policies outlined in governance documents.</p> <p>Develop meeting material and supportive documentation.</p> <p>Manage governance nomination and election processes.</p>	August 2024 – July 2025	<ol style="list-style-type: none">1. Governance Board and Committee meeting agendas, minutes, documents, and reports.2. Monthly Project Status Report.3. Establish New Committees as needed.4. Review proposals from vendors, scopes of work (SOW), provide recommendations to Governance Board for decisions.5. Update Governance & Committee charters as needed.

Objective 2: Contractor will oversee all system operations to ensure VCCIE functions effectively and in compliance with all state and federal laws.

Timeframe: August 1, 2024 – July 31, 2025

Activities and Subtasks	Timeline	Deliverables
<p>A. Configure the VCCIE system to align with use-cases and desired user access.</p> <p>Maintain user profiles and access rights.</p> <p>Oversee monitoring and auditing functions to ensure system security.</p> <p>Maintain a policy and procedures manual with continuous updates as needed.</p> <p>Respond to user experience input to continuously improve on the system.</p> <p>Maintain and build upon resource directory.</p>	August 2024 – July 2025	<ol style="list-style-type: none">1. Monitoring, auditing and reporting policies and processes designed and implemented.2. Operational System with functioning user base.
<p>B. Manage user help desk functions. Liaison with the vendor for system modifications and priorities.</p>	August 2024 – July 2025	<ol style="list-style-type: none">1. Technical help desk function established and maintained.
<p>C. Oversee contract with vendor to maintain security and regulatory compliance, including:</p> <ul style="list-style-type: none">• Facilitate data storage and information flow.• Manage system version control and release schedule.• Execute consent revoke process and record de-identification upon request.• Enforce consent and compliance systematically through workflow and through anonymous data options.• Comply with state and federal privacy and security requirements systematically through access rights, user authentication, workflows, monitoring and auditing.	August 2024 – July 2025	<ol style="list-style-type: none">1. Reports generated from the system data.

Objective 3: Contractor will oversee financial and contracting management of the VCCIE

Timeframe: August 1, 2024 – July 31, 2025

A. Ongoing development and distribution of financial meeting materials and budgets. Oversee contractors' execution of scope(s) of work (SOW) for provision of professional services.	August 2024 – July 2025	1. Finance Committee meeting minutes. 2. Report of contractors' deliverables and milestones.
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Objective 4: Contractor will provide Program Management Office (PMO) services.

Timeframe: August 1, 2024 – July 31, 2025

Activities and Subtasks	Timeline	Deliverables
A. Ongoing implementation of the Program Management Office.	August 2024 – July 2025	1. Performance monitoring program established. 2. PMO practices and policies established and maintained. 3. Policy and Procedures Manual developed.
B. Ongoing monitoring of initial Key Performance Indicators (KPI) as defined for the use case.	August 2024 – July 2025	1. Mapping of KPIs to specific use cases to facilitate assessment.

Objective 5: Contractor will oversee implementation of County of Ventura Use-Case(s) to ensure onboarding to VCCIE.

Timeframe: August 1, 2024 – July 31, 2025

Activities and Subtasks	Timeline	Deliverables
<p>A. Implement the County of Ventura Area Agency on Aging (AAA) Use Case, and/or other mutually agreed upon use-case(s).</p> <p>Work with AAA leadership, and/or other organizations to identify key referral partners to onboard to the VCCIE.</p> <p>Identify and execute additional configuration required to accommodate use case.</p>	August 2024 – July 2025	<ol style="list-style-type: none"> 1. Establish referral networks related to agreed upon use-case(s) on the VCCIE platform completed no later than July 31, 2025. 2. Workflow diagram of the AAA use case.
<p>B. Review preferred service provider organizations of the use case and complete the following with each organization:</p> <ul style="list-style-type: none"> • Provide an orientation on VCCIE • Design workflow and integration process • Establish User profiles • Facilitate Data use agreements signatures • Train Users • Facilitate CBO access to the system. 	August 2024 – July 2025	<ol style="list-style-type: none"> 1. Fully onboard Service Provider Organizations to the VCCIE no later than July 31, 2025.
<p>C. Work in partnership with Ventura County leadership to explore additional use cases to address key operational challenges within Ventura County as needed.</p>	August 2024 – July 2025	<ol style="list-style-type: none"> 1. Document additional proposed County use cases for consideration.

COUNTY RESPONSIBILITIES

County will ensure its Contractor Personnel has access to the appropriate systems, staff, and resources to successfully execute the objectives of this engagement.

County will provide feedback on deliverable within ten (10) business days of receipt.

COMPENSATION SCHEDULE

No additional payments are required for the No Cost Extension period of performance.

The contract not-to-exceed amount for Phase I is four million two hundred thousand dollars (\$4,200,000).

Payment terms are net 30 days, in arrears for services and expenses rendered and upon the receipt of valid and correct invoices. Invoices are to be sent to the following address:

VCMC Accounts Payable

2220 East Gonzalez Road., Suite 210-C

Oxnard, CA 93036