

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between California counties and other legal entities which desire future participation in what has become known as the "INSYST User Group" ("Group").

RECITALS

WHEREAS, the Group's existing membership consists of the mental health/substance abuse components of the following entities: Counties of Alameda, Butte, Contra Costa, Marin, Monterey, Riverside, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Amador, Colusa, Inyo, Modoc, Mono, Nevada;

WHEREAS, the Group is fully intended by all signatories to this MOU to constitute a consortium of entities and shall not constitute a separate legal entity. It is not intended to be a body with the authority under California Law to contract as a legal entity or to have the power to sue or be sued. It is intended that each member entity be solely responsible for its actions and be subject to indemnification obligations as set forth in this Memorandum of Understanding;

WHEREAS, the Group's membership desires to formalize the structure and activities of the Group and to specify the benefits and duties of Group membership;

WHEREAS, it is the intent of the Group to limit future participation in the Group, and condition the benefits of Group membership, to those entities that formally execute this MOU;

WHEREAS, the Group intends to appoint an Executive Committee and a Group Coordinator, and to designate one county as "the Host County," for the purposes of determining and coordinating the activities, organization and membership of the Group;

WHEREAS, it is the further intent of the Group to retain The Echo Group ("ECHO") [the owner and manufacturer of the INSYST System Software ("Software")], located at 519 17th Street, Suite 400, Oakland, CA 94612, to deliver technical and administrative services to the Group;

WHEREAS, it is the intent of the Group and its Executive Committee that the Host County individually contract with ECHO for certain information, products and services on behalf of the Host County and the other Group members, and it is the further intent of the Group that its members share equally the costs of such information, products and services and share equally any and all liabilities to the extent that the liabilities arise out of the activities authorized by the Executive Committee;

WHEREAS, it is the desire of the Group to establish a separate commercial entity membership designation, with specified activities, consisting of ECHO, and other entities as appropriate;

NOW, THEREFORE, THE UNDERSIGNED PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. MISSION.

The mission of the Group shall be to promote the efficient and cost-effective use of the Software and similar products (and appropriate upgrades) in order to plan and manage the membership's individual client and information systems in a manner fully compliant with applicable law.

2. OBJECTIVES.

In order to succeed in its mission, the membership of the Group agrees to work individually and in concert with the membership to accomplish the following:

- A. To insure the ongoing stability, viability and integrity of the licensed INSYST System Software ("Software") against natural disasters, changes in Federal, State, County, changes in the policies of the ECHO Group (the owner and manufacturer of the Software), and other types of actions which may adversely affect the system;
- B. To protect and maximize members' investments in the Software through the exchange of information and sharing of resources;
- C. To administer changes to the Software and insure that the integrity of the standard "core" system is maintained, and promote the continuity of the system changes made on behalf of the membership;
- D. To promote the expansion and balance of system capabilities for clinical, fiscal, administrative, and program evaluation or research applications;
- E. To administer the initiation and execution of Software joint projects to implement enhancements;
- F. To provide consistency in maintenance Contracts between the individual Group members and ECHO;
- G. To provide the means for the members to collectively and uniformly act upon the Software and other issues which arise in the course of performing county services;
- H. To foster and facilitate the exchange of information between members;
- I. To provide the means to collectively affect State policies and procedures;
- J. To provide backup resources to members when a disaster occurs which severely affects one or more members and/or ECHO;
- K. To advocate information systems technology interests of the members including Group long range information systems objectives;
- L. To develop and maintain a strategic information systems long range plan that represents the collective goals of the membership.

3. MEMBERSHIP AND ORGANIZATION

- A. Eligibility. The terms "membership" and "member" shall mean those California counties, cities, cities and counties or joint powers associations that have formally joined the Group pursuant to this MOU. All individual public entities that have purchased or plan to purchase the Software are eligible for membership in the Group. Membership shall become effective upon the execution of this MOU and the payment of the non-refundable assessment fee as set forth in this Section 5 of this MOU.
- B. Application. Public entities wishing to become a Group member shall submit an application to the Executive Committee. Upon approval of the Executive Committee the applicant County shall execute the Memorandum Of Understanding and pay the assessment fee. The addition of a member to the Group will not impact the applicability of the MOU except with respect to fees as provided for in the "FEES" section of the MOU.
- C. Withdrawal. Any Member County may terminate their membership in the Group upon ninety (90) days advance written notice to the Executive Committee. The withdrawal of a member from the Group will not impact the applicability of the MOU except with respect to fees as provided for in the "FEES" section of the MOU.
- D. Commercial Membership. The Group shall include ECHO in a unique class of commercial membership. As a commercial member, ECHO, through its designated representatives, may participate as a non-voting member of the Executive Committee and the Technical Review Committee (TRC) at the afternoon session of said committees or as otherwise arranged by the committee chair. It is understood that ECHO participation in this manner shall be at no additional expense to the Group or any of its member entities. Furthermore, ECHO may participate in a meeting of a standing committee other than the Executive Committee or TRC by invitation of the committee, at additional cost to the Group.
 - 1. The Group shall consist of the following ongoing standing committees: Executive, Future Planning, TRC, Billing, DAS, eCura, Fiscal, and Clinical Committees.
 - 2. With the exception of commercial members, members are encouraged to, and are permitted to, select a representative to sit on each of the standing committees. A member's representative can vary from committee to committee.
 - 3. Members who presently have representation on a given committee(s) shall continue to have said representation following the execution of this MOU. A member that does not presently have representation on a given committee can effectuate representation by providing the designation of the representative, in writing, submitted to the Coordinator as identified in Section 4 of this MOU at least 30 calendar days in advance of the next regularly scheduled meeting of said committee.
 - 4. Representation on any given committee is *not* mandatory, however, a member who has not made a timely designation of a representative, as set forth immediately above, may attend the committee meeting but cannot vote on items brought before the committee.
 - 5. The meeting frequency and functions shall be as set forth in Section 6 of this MOU.

6. Attendance at a committee may be either by the designated representative's personal appearance at the meeting site or by telephone conferencing as arranged by the committee chairperson.
7. If the representative cannot attend a scheduled meeting, an alternate may be sent who has been designated in writing to represent the member. If a member cannot send a representative, it can submit to the Coordinator a proxy prior to the scheduled meeting.
8. Each committee shall elect a Chairperson or a Chairperson and Co-Chairperson at the first meeting of the fiscal year and such individuals, if they accept, shall serve for a period of one year.

E. VOTING

(1) One member, one vote. Each member with authorized representation on a committee will have the authority to vote, through its designated representative, on all items brought before the given committee. Each member shall have one vote. If the JPA is a member of the committee it shall have one vote to reflect its own membership.

(2) Quorum. A quorum is defined as at least one half of the committee membership plus one additional member. A quorum can be attained by a combination of committee members physically present at the meeting and members who are present telephonically, in real time. With the exception of the Executive Committee taking action on this MOU or future memoranda of understanding, the Budget and the Fee Schedule, no quorum is required for a committee (including the Executive Committee handling matters other than those specified above) to vote on a matter provided that the vote is being taken at a regularly scheduled meeting. A quorum is required for a committee to take action at a meeting other than at a regularly scheduled meeting.

(3) Majority Vote. Votes taken by a committee will by a majority vote of those committee members present

4. HOST COUNTY; GROUP COORDINATOR

- A. The Group, through the Executive Committee will select a Member County who will function in the capacity of Host County.

(1) The Host County must be a recognized Group member in full standing. If, at any time, the Host County terminates membership in the Group, it shall be deemed to have immediately resigned its position and responsibilities as Host County. The Host County will be reimbursed in full for its administrative and ministerial support services through the assessment fees. The manner in which reimbursement will be made will be decided by the designated Host County.

(2) The Host County will be appointed for a minimum of three years but retains the right to resign the status and responsibilities of the Host County at any time. The Host County also has the right to refuse to serve if enough fees are not collected at the rate in which expenses are incurred.

(3) The Host County as approved by the Executive Committee is **Alameda County**, until a new County is selected in accordance with the above.

B. The Host County will appoint an individual who will be identified as the Group Coordinator who will provide services as specified below. The appointment of the Coordinator is subject to the Group Executive Committee approval. An annual performance review of the Coordinator will be conducted by the Group Executive Committee. The Coordinator is staff to the Group and does not have voting rights.

C. The functions of the Host County shall be as follows:

(1) *Fiscal Custodian*

The primary function of the Host County, in conjunction with the Coordinator, will be to act as the Fiscal Custodian of the following funds which will be separated between Mental Health and Substance Abuse:

a. *INSYST User Group Operating Fund*

The Group Operating Fund is that portion of the collected Participation Fee that is utilized to pay for staffing and operating costs. An operating budget for each fiscal year will be approved by the Executive Committee.

b. *INSYST User Group Development Fund*

The Group Development Fund is that portion of the collected Participation Fee that is utilized to pay for enhancements to software and services provided to Members of the Group.

(2) *Engagement with ECHO and/or Other Vendors*

- a. The Host County intends to contract directly with ECHO and/or other vendors on behalf of the entire Group membership, for certain information, services and benefits as exemplified in Exhibit A to this MOU. The actual information, services and benefits to be received from ECHO and/or other vendors and paid for collectively by the Group membership shall be as authorized by the Executive Committee.
- b. In any such contract, Host County shall seek contract language that will indemnify and hold harmless the Host County and each member of the Group, individually and collectively (including its respective agents, officers and employees) from any loss, injury, liability or other demands or claims arising from the performance of ECHO and/or other vendors under said agreement.
- c. **By signing this MOU, member entities, and each of them, hereby agree to share equally any and all liabilities, judgments, claims, costs or other losses that are determined to be attributable to the conduct or actions of the Host County that were done or made pursuant to the determinations and directives of the Executive Committee.**

(3) The Host County is to provide the facilities and equipment for the use of the Host County and Coordinator functions in conducting Group activities.

- (4) The Host County will, from time to time, arrange for the availability of facilities, facilitators and food in support of Group functions. The Host County shall be fully reimbursed for these expenditures less its proportional share of said costs.
- (5) The Host County may maintain a current copy of the Software source code and documentation on behalf of the Group.

D. The responsibilities of the Coordinator shall be as follows:

- (1) The Coordinator will be responsible for the oversight of the Fiscal Custodian function including the presentation of a proposed annual Operating Budget in April of each year and submission of quarterly financial reports of the three Funds to the Group Executive Committee.
- (2) The Executive Committee Chairperson and Coordinator have the authority to approve payment from the Operating or Development Funds in the amount not to exceed \$2,500.00 without prior project approval from the Executive Committee.
- (3) The Coordinator will provide the necessary clerical support to the Host County.
- (4) The Coordinator will develop a model boiler plate Maintenance Contract, in coordination with the directions of the Executive Committee, for use by all Member Counties.
- (5) The Coordinator will be responsible for the management of all projects which the Group initiates as Group projects. Project management includes processing Group Work Orders, monitoring ECHO conceptual and detail system design analysis, estimating, and documentation, Group review of ECHO designs and estimates, installation and maintenance scheduling, and maintaining project management records and reports to the Group which provide status of task activities, project expenditures, and other project related information. The Coordinator will report to the Group on the status of Group projects. The Group may use model performance measures as per Exhibit B or may use other performance measures at the Executive Committee's discretion.

5. FEES

A. The Participation Fee for the cost of operating the Group will be assessed annually by Executive Committee order to each Group member based upon the number of unique clients recorded in the software as served (identifying Substance Abuse clients for those counties using the Substance Abuse module) in the year previous to the current fiscal year, relative to the cumulative total of unique clients recorded in the software as served for the members. The Fee formula is Budgeted Costs times Member Clients Served over Total Clients Served by User Group equals member Fees. The vendor (Echo) will run a PSP206 on each members system and report the unique client count of each member county to the User Group Coordinator.

Budgeted Costs	X	Member Clients Served	=	Member Fees
		Total Clients Served by User Group		

B. The fee for any non-member county which joins the Group after the fees have been determined for the fiscal year will be prorated for the remainder of the fiscal year. The amount of the fee being prorated will be the same fee as the Member County with the closest number of unique clients served for the previous fiscal year. These fees will be added to the Group budget, apportioned between the Group Operating Fund and the Group Development Fund as needed. Any new County using the INSYST software will be given up to a three month period to attend the meetings without having to pay the fee; however, the new County will not be given voting rights during this grace period.

C. The fee for any member county which wishes to discontinue its membership in the User Group will be prorated for the current year. The county discontinuing membership must provide the User Group with a 90 day notice of an effective discontinuation date. A county discontinuing membership is to receive any enhancement/s, that are released by the vendor, which the county had committed funds to the User Group during the month in which the User Group Executive Committee approved the enhancement.

D. Any vendor releasing any User Group funded enhancement should deliver the enhancement to a non-member county upon collecting the county's prorated portion of the enhancement and refund the amount collected to the User Group.

6. STANDING COMMITTEES

A. Executive Committee. The Executive Committee is a deliberative body established for the purpose of administering computerized services to the Mental Health and Substance Abuse Departments of the Member Counties.

- (1) The Executive Committee representation will be one representative from each Group member and one representative from the JPA. Members that have the Substance Abuse application installed are welcome to bring an individual who can act as advisor to that member's designated voting representative.
- (2) The Executive Committee shall serve as the governing body to the Group and oversee the requested Software changes as submitted by other Committees.
- (3) The Executive Committee will set guidelines to insure that the Mission and Objectives of the Group are upheld.
- (4) The Executive Committee will set the priorities of all projects and create sub-committees or work groups as needed to address its business needs;
- (5) The Executive Committee will authorize the use of integrated technology, electronic means, and mail to conduct its official business.
- (6) When taking formal action on adopting this MOU or amendments thereto, or on the budget or fee schedule, a quorum of the Executive Committee is required. A quorum is defined as at least one half of the Executive Committee membership plus one additional member. A quorum can be attained by a combination of Executive Committee members physically present at the meeting and members who are present telephonically, in real time. For an action or motion to pass, it must be supported by a majority vote of the quorum.
- (7) The Executive Committee meets regularly and will publish to all members the list of the regularly scheduled meetings at the beginning of each fiscal year.

B. Future Planning Committee

- (1) The Committee representation will be designated by the Executive Committee. Members that have the Substance Abuse application installed are welcome to bring an individual who can act as advisor to that member's designated voting representative.
- (2) The Future Planning Committee is charged with reviewing current computer industry trends and makes recommendations based on these trends for Software and general system changes.
- (3) The Committee will develop enhancements and modifications as a component of the Software application. These will be submitted to the TRC Committee for review and approval
- (4) The Future Planning Committee will meet on an as-needed basis.

C. Technical Review Committee (TRC)

- (1) The Committee representation will be one designate from each member entity that wishes to participate. Members that have the Substance Abuse application installed are welcome to bring an individual who can act as advisor to that member's designated voting representative.
- (2) The TRC is charged with the following responsibilities for the Software and general system:

- (a) the Committee will evaluate other Committees' requested changes to the Software and general system and will forward all requests with recommendations to the Executive Committee as to acceptance, modification or rejection;
- (b) the Committee develops recommendations for Group initiated system Software enhancements and modifications;
- (c) the Committee will review Group initiated changes to system, recommended changes, and approve all documentation prior to the release to Member Counties;
- (d) the Committee will participate in long range systems planning with ECHO to document future applications and Software enhancements and modifications;

(3) The TRC meets regularly and will publish to all members the list of the regularly scheduled meetings at the beginning of each fiscal year.

D. Billing Committee

- (1) The Committee representation will be one member designated by each Member County that wishes to participate. Members that have the Substance Abuse application installed are welcome to bring an individual who can act as advisor to that member's designated voting representative;
- (2) The Billing Committee is charged with the following general responsibilities:
 - (a) the Committee will discuss and share emergent billing issues with the Executive Committee to consider courses of action and/or impacts to the Software;
 - (b) the Committee will discuss and share information about changes to State and Federal laws;
 - (c) the Committee will evaluate and recommend the best practices in the use of the Software to maximize revenue and maintain compliance;
 - (d) the Committee will serve as liaison to other vendor products that interface with the Software;
- (3) The Billing Committee is charged with the following responsibilities for the Software and general system:
 - (a) the Committee can develop application enhancements or modifications to the Billing component of the Software. These will be submitted to the TRC Committee for review;
 - (b) the Committee can develop recommendations and proposals for Group sponsored billing systems seminars, workshops, and other meetings. Recommendations and proposals shall include a specific budget that will be submitted to the Executive Committee for approval;
 - (c) the Committee will review Billing aspects of the recommended system enhancements referred to the Committee;

(4) The Billing Committee meets regularly and will publish to all members the list of the regularly scheduled meetings at the beginning of each fiscal year.

E. Drug and Alcohol Services Committee (DAS)

(1) The DAS Committee representation will be one member designated by each member entity, which has the Substance Abuse application installed, that wishes to participate.

(2) The DAS Committee is designated the following responsibilities for the Software and general system:

(a) the DAS Committee can develop concepts and designs for Drug and Alcohol applications enhancements or modifications to the Software. These will be submitted to the TRC Committee for review;

(b) the DAS Committee can develop recommendations and proposals for Group sponsored Drug and Alcohol seminars, workshops, and other meetings. The recommendations and proposals shall include a specific operating budget and will be submitted to the Executive Committee for approval;

(c) the DAS Committee will review Drug and Alcohol aspects of recommended system enhancements referred to committee;

(3) The DAS Committee meets regularly and will publish to all members the list of the regularly scheduled meetings at the beginning of each fiscal year.

F. eCURA Committee

(1) The eCURA Committee representation will be one member designated by each member entity, which has the eCURA application installed, that wishes to participate.

(2) The eCURA Committee is designated the following responsibilities for the Software and general system:

(a) the eCURA Committee can develop concepts and designs for eCURA applications enhancements or modifications to the Software. These will be submitted to the TRC Committee for review;

(b) the eCURA Committee can develop recommendations and proposals for INSYST User Group sponsored Managed Care seminars, workshops, and other meetings. The recommendations and proposals shall include a specific operating budget and will be submitted to the Executive Committee for approval;

(c) the eCURA Committee will review Managed Care aspects of recommended system enhancements referred to committee;

(3) The eCURA Committee meets regularly and will publish to all members the list of the regularly scheduled meetings at the beginning of each fiscal year.

G. Fiscal Committee

- (1) The Committee representation will be one representative for each member entity that wishes to participate. Members that have the Substance Abuse application installed are welcome to bring an individual who can act as advisor to that member's designated voting representative.
- (2) The Fiscal Committee is charged with the following responsibilities for the Software and general system:
 - (a) the Committee will develop application enhancements or modifications to the Fiscal component of the software. These will be submitted to the TRC Committee for review;
 - (b) the Committee can develop recommendations and proposals for Group sponsored fiscal systems seminars, workshops, and other meetings. Recommendations and proposals shall include a specific budget that will be submitted to the Executive Committee for approval;
 - (c) the Committee will review fiscal aspects of the recommended system enhancements referred to the Committee;
 - (d) the Committee will review all fiscal aspects of the Group business as prepared by the Coordinator before fiscal items are presented to the Executive Committee;

- (3) The Fiscal Committee issues are being reported at the Billing Committee Meetings [see Section D. (4)]. The Fiscal Committee meets on an as-needed basis otherwise.

H. Clinical Committee

- (1) The Committee representation will be one member designated by each Member County that wishes to participate. Members that have the Substance Abuse application installed are welcome to bring an individual who can act as advisor to that member's designated voting representative.
- (2) The Clinical Committee is designated the following responsibilities for the Software and general system:
 - (a) the Committee can develop application enhancements or modifications to the Clinical component of the Software. These will be submitted to the TRC and Executive Committee for review;
 - (b) the Committee can develop recommendations and proposals for Group sponsored clinical seminars, workshops, and other meetings. The recommendations and proposals shall include a specific operating budget and will be submitted to the Executive Committee for approval;
- (3) The Clinical Committee will review clinical aspects of recommended system enhancements referred to committee;
- (4) The Clinical Committee meets on an as-needed basis.

7. COMMITTEE ADMINISTRATION

- A. The Executive, Future Planning, TRC, Billing, DAS, eCura, Fiscal, and Clinical Committees shall elect annually and prior to the beginning of each fiscal year a Committee Chair or a Chair and Co-Chair. In the absence of the Chair, the Co-Chair shall fulfill the obligation and the responsibilities of the Chair.
- B. The Chair or by designation, the Co-Chair shall
 - 1. Prepare an annual meeting calendar and submit it to the User Group Coordinator for publication prior to the start of each fiscal year.
 - 2. Prepare meeting agendas and submit them to the User Group Coordinator two weeks prior to any scheduled meeting for distribution.
 - 3. Facilitate all meetings and conduct them in accordance to Robert's Rules of Order and fulfill other committee obligations such as minutes and presentations as required.
 - 4. Represent the Committee before the TRC Committee or Executive Committee as needed, and attend Executive Chair Committee meetings as they are scheduled.
 - 5. Be responsible for any Committee correspondence to include a section in the User Group Newsletter of issues, concerns or general announcements.
- C. The Drug and Alcohol, Systems, Clinical, TRC, Fiscal, Billing, and Future Planning Committees shall prepare annually and prior to the beginning of each fiscal year a list of measurable goals and objectives and submit them to the Executive Committee. It shall be the committee's responsibility to report on a bi-annual basis on the status of each.

8. SALES OF INSYST USER GROUP SYSTEM ENHANCEMENTS

Non-member entities will be allowed to participate in system enhancements sponsored by the Group. In cases where a non-member elects to participate at the inception of the project, the cost to that non-member will be equal to their pro-rated share, determined in accordance with the procedure outlined in Section 5 for the member entity closest in size to the non-member entity, plus a surcharge of thirty (30) percent of that pro-rated share. This amount will be applied to the total project cost and will reduce the cost to participating member entities.

9. INDEMNIFICATION

Each member entity of the Group agrees to indemnify, defend and hold harmless the other member entities, their respective agents, officers and employees, from and against any and all loss, damage, injury, claims, liability, demands or liens, including the payment of all damages, expenses, costs and attorneys' fees in connection with the indemnifying entity's independent conduct with respect to the Software and/or independent dealings with ECHO.

10. TOTALITY OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement exists or shall be deemed to bind the parties hereto.

11. AMENDMENT OF AGREEMENT

This Agreement shall be amended only by a written instrument signed by all of the parties hereto.

12. TERM

It is the intent of the membership that this Memorandum be for a period of one year based on a fiscal year from July 1st through June 30th and shall automatically renew from year to year unless formally terminated by vote of the Executive Committee. Any member may withdraw its affiliation with the Group and terminate its responsibilities as set forth in this MOU upon providing the Executive Committee with written notice at least ninety (90) days in advance of the effective date of withdrawal.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum with each member entity signing a separate signature page.

County:

Name:

Signature:

Title:

Date:

EXHIBIT A

Description of INSYST User Group Services Provided by ECHO

1. ECHO recognizes that the successful operation of INSYST is enhanced by the participation of INSYST Member Entities in the Group and that the Group is of mutual benefit to both County and ECHO.
2. In order to promote this mutual benefit, the Group selected Alameda County as the Member County which will function in the capacity of Host County. The INSYST User Group shall function as set forth in a Memorandum of Understanding between participating entities. ECHO will provide to the Host County, or designee, for the benefit of the User Group the following information, services and benefits:

ECHO shall provide the following functions at no charge for the Group:

- a. Assign an ECHO employee as the ECHO liaison to coordinate Group activities with ECHO staff;
- b. Provide Group with interpretations of policies which affect the Software;
- c. Prepare and present reports of ECHO projects status, State mandates, and activities to the Group Executive subcommittee;
- d. Negotiate standard contract boiler plate with the Coordinator and the Contract Committee;
- e. Attend Group Executive meetings;
- f. Refer matters to the Coordinator which pertain to Group considerations, approvals, and actions;
- g. Meet or confer by telephone with the Coordinator to prepare reports on the status of Group projects;
- h. Provide Coordinator with a copy of the current version of the Software program code and technical documentation when requested by the User Group Coordinator;
- i. Provide Coordinator with a copy of the current version of the Software program code and technical documentation whenever a new release of the Software occurs;
- j. Permit one User Group staff person to attend any INSYST Training Seminar on a space available basis.

3. ECHO will from time to time perform a variety of services to the Group. These services will be provided to the Group in accordance with standard purchasing processes. ECHO will perform such work only by prior authorization by the Group Coordinator. Invoices for authorized work will be directed to the Host County as noted in item 1 above. Examples of services which may be provided may include:
 - Preparation of written requirements documents
 - Preparation of software enhancements
 - Development of specific reports
 - Development of system interfaces

- Preparation of conferences or special training events
- Attendance at particular committees or work groups of the User Group